

Contract Documents and Specification for

ITB#FY25-005 23rd Avenue/34th Street Traffic Signal

March 20, 2025

Tentative Schedule

Solicitation Advertised	March 20, 2025
Mandatory Pre-Bid Meeting	April 2, 2025
Questions Due	April 4, 2025
Answers Posted to BidNet	April 7, 2025
Solicitation Close	April 17, 2025
Submission Evaluation	April 25, 2025
Notice of Award	April 28, 2025
City Council Review of Contract	May 6, 2025
Notice to Proceed	May 13, 2025
Pre-Con Meeting	May 14, 2025
Project Completion	August 1, 2025



Table of Contents

ARTICLE 1	CONTRACTING PROCEDURES
ARTICLE 2	GENERAL CONDITIONS
ARTICLE 3	SPECIAL CONDITIONS
ARTICLE 4	MEASUREMENT AND PAYMENT
ARTICLE 5	MAPS
EXHIBIT A	PLAN EXHIBITS

ARTICLE 1.0

CONTRACTING PROCEDURES

INDEX

CONTENTS

1.1	ADVERTISEMENT FOR BIDS	2
1.2	INFORMATION FOR BIDDERS	4
1.2.1	OWNER.....	4
1.2.2	ENGINEER.....	4
1.2.3	BID SUBMITTAL.....	4
1.2.4	INFORMALITIES	4
1.2.5	CONDITIONS OF WORK	4
1.2.6	BID SECURITY.....	5
1.2.7	POWER OF ATTORNEY	5
1.2.8	PROJECT SCHEDULE.....	5
1.3	AWARD OF CONTRACT	6
1.3.1	CONSIDERATION OF PROPOSALS	7
1.3.2	AWARD OF CONTRACT.....	7
1.3.3	CANCELLATION OF AWARD	7
1.3.4	EXECUTION AND APPROVAL OF CONTRACT	7
1.3.5	FAILURE TO EXECUTE CONTRACT	8
1.4	THE CONTRACT: FOLLOWING EXECUTION.....	9
1.4.1	MATERIALS	9
1.4.2	PROGRESS SCHEDULE	9
1.4.3	ASSIGNMENT OF CONTRACT	9
1.4.4	SUBLETTING OF CONTRACT.....	9
1.4.5	OTHER CONTRACTS.....	10
1.5	CONTRACT DOCUMENTS.....	11
1.5.1	NON-COLLUSION STATEMENT	11
1.5.2	BID PROPOSAL	12
1.5.3	BID SCHEDULE	13
1.5.4	BID BOND	14
1.5.5	NOTICE OF AWARD	15
1.5.6	ACCEPTANCE OF NOTICE	15
1.5.7	AGREEMENT	16
1.5.8	PERFORMANCE BOND.....	18
1.5.9	PAYMENT BOND	20
1.5.10	NOTICE TO PROCEED.....	22
1.5.11	ACCEPTANCE OF NOTICE	22
1.5.12	CHANGE ORDER	23
1.5.13	NOTICE OF CONTRACTOR'S SETTLEMENT	24
1.5.14	FINAL RECEIPT AND GUARANTEE.....	25
1.6	INSURANCE REQUIREMENTS.....	26

1.1 ADVERTISEMENT FOR BIDS

The City of Evans, Colorado will receive sealed bids for the following project:

23rd Avenue/34th Street Traffic Signal

Project Description: Construct a new traffic signal(s) utilizing the Construction Documents designed by Benesch 2024, at the intersection of 23rd Avenue & 34th Street/Anchor Drive along with any striping and needed pedestrian improvements at each leg or corner of the intersection.

Pre-Bid Meeting: A mandatory pre-bid meeting will be held on **April 2, 2025 at 1130 hours mountain time** via Microsoft Teams.

Pre-Bid Microsoft Teams info:

https://teams.microsoft.com//meetup-join/19%3ameeting_OTq0MDI0MDctZDdjZC00Y2QwLWI1MTItMDhIZjA3MTI1MzQy%40thread.v2/0?context=%7b%22Tid%22%3a%22e97fcc68-4145-4755-b84b-f31e1eea69a4%22%2c%22Oid%22%3a%22e9a348c6-c706-42c9-9810-b22be862b464%22%7d

Meeting ID: 251 190 888 260

Passcode: Ce2HK9Lh

Bid Submission and Opening: Bids will be received electronically on BidNet (<http://bidnetdirect.com>) until **1300 hours mountain time on April 17, 2025** at which time said bids will be publicly opened and read aloud via Microsoft Teams. Registration for BidNet is free. If you have trouble registering, please reach out to BidNet's customer service. City employees do not have the ability to help troubleshoot problems.

Bid opening Microsoft Teams info:

https://teams.microsoft.com//meetup-join/19%3ameeting_OWM2MmUzMTMtZDg2My00ODI4LWlZYTItMDYzZmY0ZjE4MGUw%40thread.v2/0?context=%7b%22Tid%22%3a%22e97fcc68-4145-4755-b84b-f31e1eea69a4%22%2c%22Oid%22%3a%22e9a348c6-c706-42c9-9810-b22be862b464%22%7d

Meeting ID: 279 354 492 123

Passcode: b6Mj7Qz2

Plans and Contract Documents: Copies of the contract documents may be obtained from the City website or BidNet.


Bid Bond: A certified check or bank draft, payable to the City of Evans, Colorado, a satisfactory Bid Bond executed by the Bidder or an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

Questions concerning the scope of the solicitation should be emailed to Andy Vowell at: avowell@evanscolorado.gov. Vendors are strongly encouraged to get their questions addressed and answered, as well as clearly understand the City's expectations and

procedures.

The City is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, and discount information. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposal will be public information.

The City reserves the right to reject any or all bids, to waive any informalities in bids, and to accept the bid that is in the best interests of the City of Evans, Colorado.

By: 
Andy Vowell, Procurement and Contract Specialist, MPM

Published on the City of Evans Website and Rocky Mountain Bid Net on **March 20, 2025**

1.2 INFORMATION FOR BIDDERS

1.2.1 OWNER

The OWNER of this project is the City of Evans, 1100 37th Street, Evans, Colorado 80620; phone number (970) 475-1113 and fax number (970) 330-3472.

1.2.2 ENGINEER

The ENGINEER is City of Evans, 1100 37th Street, Evans, Colorado 80620. The City Engineer is **Mazedur Hossain**, phone number **(970) 702-8534**. The City of Evans Project Manager is **April Tamburelli** phone number **(970) 381-0287**. For this project, the ENGINEER has contracted with **Benesch**, to do the design of the improvements.

1.2.3 BID SUBMITTAL

Bids will be received by the City of Evans, Colorado (herein called the "CITY"), electronically via BidNet, as noted in the Advertisement for Bid.

Each Bid must contain the following to be considered complete. Incomplete bids will be thrown out and not considered for award. Please order your submission as follows:

- Company Overview and Description (please limit to one page)
- 1.5.1 – Non-Collusion Statement
- 1.5.2 – Bid Proposal
- 1.5.3 – Bid Schedule
- 1.5.4 – Bid Bond
- List of anticipated key personnel that will be working on the project including but not limited to the Project Manager, Superintendent and Foreman along with their qualifications and experience
- Minimum three (3) references from similar projects that include the client's name, contact information, and a brief project overview. Municipal/government funded projects preferred.

All bids must be made on the required bid sheet. All blank spaces for bid prices must be filled in, typewritten, and the bid sheet must be fully completed and executed when submitted. Only one copy of the bid sheet is required.

1.2.4 INFORMALITIES

The CITY may waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. In the event of strikes, wars, acts of God or other good cause as determined by the City Manager, bid openings may be extended for a reasonable time not to exceed thirty calendar days. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the CITY and the bidder.

1.2.5 CONDITIONS OF WORK

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule(s) by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The CITY shall provide to any and all bidders, prior to bidding, all information that is pertinent to

and delineates and describes the land owned and rights-of-way acquired upon request.

The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the CITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve them from fulfilling any of the conditions of the contract.

1.2.6 BID SECURITY

Each bid must be accompanied by a Bid Bond payable to the City for five (5%) percent of the total amount of the bid. As soon as the bid prices have been compared, the CITY will return the bonds of all except the three lowest responsible bidders within three days after the date of the bid opening. When the Agreement is executed, the Bid Bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Agreement, Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and Payment Bond, each in the amount of One Hundred (100%) percent of the Contract Price, with a corporate surety approved by the CITY, will be required for the faithful performance of the contract.

1.2.7 POWER OF ATTORNEY

Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certificate and effective dated copy of their Power of Attorney.

1.2.8 PROJECT SCHEDULE

- | | |
|--|-----------------|
| • Advertise Date | March 20, 2025 |
| • Mandatory Prebid Meeting via Teams (1130 hrs.) | April 2, 2025 |
| • Bid Opening via Teams (1300 hrs.) | April 17, 2025 |
| • City Council Approval (tentative) | May 6, 2025 |
| • NTP (tentative) | May 13, 2025 |
| • Pre-Construction Meeting (tentative) | May 14, 2020 |
| • Final Completion | August 01, 2025 |
| • Schools Open (firm) | August 11, 2025 |

1.3 AWARD OF CONTRACT

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the bidder to execute the Agreement and to furnish said Bonds and Certificates, the CITY may at its option, consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the CITY. The CITY will be entitled to such other rights as may be granted by law.

The CITY within ten (10) days of receipt of acceptable Performance Bond, Payment Bond Certificates of Insurance and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the CITY not execute the Agreement within such period, the bidder may, by written notice, withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the CITY or as otherwise stated in the Special Conditions. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the CITY and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The CITY may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The CITY reserves the right to reject any conditional or qualified bid.

The CONTRACTOR shall commence work in accordance with the dates inserted in the Notice to Proceed issued by the CITY to the CONTRACTOR and shall complete the work as specified, within the time specified in the contract. In the event no written Notice to Proceed is issued by the CITY, the contract time as specified in the contract shall be counted from the first day of actual work on the project. All work shall be prosecuted in an orderly and diligent manner. The CONTRACTOR shall cooperate with, and conform to, the request of the CITY to expedite particular portions of the work or to suspend or transfer its operations on any portion of the work where such alteration of the CONTRACTOR's operations is deemed advisable by the CITY.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and informing themselves of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract documents. The bidder's inspection shall cover the ground structure, obstacles which may be encountered, location of water tables, and other matters relevant to the work both above and below ground. Where test boring logs, indicating underground conditions, are shown on the drawings, this data is for the bidder's information and to reflect the conditions observed at the

time and place of drilling. Neither the CITY nor the ENGINEER shall be held responsible for any variance or deviation from the data shown on the drawings, as encountered during actual construction. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to their bid. The successful bidder will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed the CITY of prior to the bidding.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the CITY.

The OWNER reserves the right to reject any or all bids and to pass upon the regularity or waive any irregularities of the bidders and to determine the acceptability of the surety offered.

If Bid Schedules are set forth in the Proposals, the CONTRACTORS must bid on all the Schedules. The CONTRACTOR'S bid considered for award shall be for the combined low bid for the Base Bid and Force Account.

Portions of any project may have been termed "Alternates or Contingent" and the OWNER reserves the right to include or remove any or all of these Alternates from the Contract at their sole option or discretion.

1.3.1 CONSIDERATION OF PROPOSALS

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the CITY will be promoted thereby.

1.3.2 AWARD OF CONTRACT

The award of contract, if it is awarded, will be made within (60) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, by letter mailed to the address shown on their proposal, that their bid has been accepted and that they have been awarded the contract.

1.3.3 CANCELLATION OF AWARD

The CITY reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the CITY.

1.3.4 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the successful bidder and returned, together with requisite attachments outlined in Section 1.5.7. All documents will be executed in triplicate and shall be submitted to the CITY within (10) calendar days after the date of award. If the signed Contract and Bond is returned by the successful bidder within (10) calendar days after award and if the Contract is not executed by the CITY within (60) days from date of award, the bidder shall have the right to withdraw its bid without penalty. No Contract shall be considered effective until it has been fully executed by all of the parties thereto.

1.3.5 FAILURE TO EXECUTE CONTRACT

Failure to execute the Contract and file acceptable bonds within (10) calendar days after the date of award shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the CITY. The CITY may elect to waive forfeiture of the proposal guaranty only if it is determined that the bidder has made a good faith remedial error and that no damages were sustained by the CITY as a result of the failure by the successful bidder to execute the contract and file acceptable bonds within the time prescribed. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the CITY may decide.

1.4 THE CONTRACT: FOLLOWING EXECUTION

1.4.1 MATERIALS

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials.

1.4.2 PROGRESS SCHEDULE

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which he proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts. The Special Conditions or Drawings may require that certain phases or parts of the work be completed first or in a certain order. If the CONTRACTOR elects to use PERT or CPM charts, he shall furnish copies of them and all revisions thereto or amendments thereto as the work progresses to the ENGINEER upon request.

1.4.3 ASSIGNMENT OF CONTRACT

No assignment by the CONTRACTOR of this contract or any part thereof or of the funds to be received thereunder by the CONTRACTOR will be recognized unless such assignment has had the written approval of the CITY and the surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the CITY shall not relieve the CONTRACTOR of the obligations incurred by them under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

1.4.4 SUBLETTING OF CONTRACT

The CONTRACTOR shall as soon as practical after signing the contract, notify the ENGINEER in writing, giving the names and qualifications of all subcontractors proposed for work and shall not employ any that the ENGINEER may within a reasonable time object to. The CONTRACTOR will not be allowed to subcontract more than fifty percent (50%) of the total monetary value of the contract without prior approval of the OWNER. The CONTRACTOR shall notify the ENGINEER of each subcontract he awards, giving:

- A. Name, address, and telephone number of the subcontractor
- B. Branch of work covered
- C. Total price of subcontract
- D. Date of subcontract

Subcontractors, before commencing work, must file with the ENGINEER satisfactory certificates in duplicate showing insurance coverage. Failure of the subcontractor to provide such certificates shall not relieve the CONTRACTOR of its obligation to insure and to hold the CITY

harmless. Subcontractors shall also file with the ENGINEER copies of applicable permits and licenses required to do the subcontracted work.

1.4.5 OTHER CONTRACTS

The CITY may award other contracts for additional work, and the CONTRACTOR shall fully cooperate with such other contractors and carefully fit its own work to that provided under the other contracts as may be directed by the ENGINEER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor.

1.5 CONTRACT DOCUMENTS

1.5.1 NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that:

- (1) He is the _____ of
(owner, partner, officer, representative or agent)
_____, the
(Company's Name)
bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for Colorado
My Commission expires: _____

1.5.2 BID PROPOSAL

23rd Avenue/34th Street Traffic Signal

Proposal of _____ (hereinafter called bidder, doing business as * _____ organized and existing under the laws of the State of _____, to the City of Evans (hereinafter called CITY).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **23rd Avenue/34th Street Traffic Signal** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to their own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions. Bidder further agrees to pay liquidated damages as provided in the Special Conditions.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents in accordance with the attached Bid Schedule.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

1.5.3 BID SCHEDULE

**This page left intentionally blank.
Please remove and insert bid schedule table page. Bid schedule Excel sheet included in
additional documents on BidNet.**

1.5.4 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as surety, are hereby held and firmly bound unto the City of Evans in the penal sum of (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this ____ day of _____, 20_____.

The condition of the above obligations is such that whereas the Principal has submitted to the City of Evans a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the

23rd Avenue/34th Street Traffic Signal

NOW THEREFORE,

- (A) If said bid shall be rejected, or in the alternate,
- (B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly) completed in accordance with said bid and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations by any extension of the time within which the CITY may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By:_____

1.5.5 NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **23rd Avenue/34th Street Traffic Signal**

The CITY, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated **March 14, 2025.**

You are hereby notified that your bid has been accepted for **23rd Avenue/34th Street Traffic Signal** in the amount of **{Bid Amount}.**

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the CITY.

Dated this _____ day of _____, 20____.

The City of Evans

By: _____
City Engineer

1.5.6 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this, the _____ day of _____, 20____.

By: _____
Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Colorado.

1.5.7 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Evans, hereinafter called "CITY", and _____ doing business as _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the phased construction of **23rd Avenue/34th Street Traffic Signal**
2. The CONTRACTOR shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR shall commence the work required by the Contract Documents in accordance with the date stated in the Special Conditions and shall complete the work within the time stated in the Special Conditions unless the period for completion is extended otherwise by the Contract Documents.
4. The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of **{Project Amount}** for the **23rd Avenue/34th Street Traffic Signal**.
5. The term "Contract Documents" means and includes the following:
 - (A) Advertisement for bids
 - (B) Information for Bidders
 - (C) Non-Collusion Statement
 - (D) Bid Proposal
 - (E) Bid Schedule
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Acceptance of Notice
 - (I) Agreement
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Certificate of Incorporation
 - (M) Certificates of Insurance
 - (N) Notice to Proceed
 - (O) Special Conditions
 - (P) General Conditions
 - (Q) Technical Provisions
 - (R) Change Order
 - (S) Addendum
No. _____, dated _____.
No. _____, dated _____.
No. _____, dated _____.
 - (T) Notice of Contractor's Settlement
 - (U) Final Receipt and Guarantee
 - (V) Other

- 6. The CITY will pay the CONTRACTOR in the manner and at such time as set forth in the General Conditions, such amounts required by the Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

THE CITY OF EVANS

CONTRACTOR

BY: _____
Mark C. Clark, Mayor

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

(SEAL)

ATTEST:

ATTEST:

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

APPROVED AS TO FORM:

Evans City Attorney

APPROVED AS TO SUBSTANCE

Evans City Manager

1.5.8 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____, hereinafter called Principal, Corporation, Partnership or Individual

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto the City of Evans, 1100 37th Street, Evans, Colorado 80620, hereinafter called CITY, in the penal sum of \$ _____ in lawful money

of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly, severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

23rd Avenue/34th Street Traffic Signal

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the CITY, with or without notice to the Surety and during the two-year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20____.

ATTEST:

Principal

Principal Secretary

By: _____ (S)

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

By: _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

1.5.9 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

A _____, hereinafter called Principal, and
Corporation, Partnership or Individual

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto the City of Evans, 1100 37th Street, Evans, Colorado 80620 hereinafter called "CITY", in the penal sum of \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the CITY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

23rd Avenue/34th Street Traffic Signal

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and any extension thereof, promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work or to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

Principal Secretary

By: _____

(SEAL)

Witness as to Principal

Address

ATTEST:

Surety Secretary

(SEAL)

Witness as to Surety

By: _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds for must appear on the Treasury Department's most current list (circular 570, as amended) and be authorized to transact business in the state where the project is located.

1.5.10 NOTICE TO PROCEED

TO: _____

DATE: _____

Project: **23rd Avenue/34th Street Traffic Signal**

You are hereby notified to commence work in accordance with the Agreement dated **{Agreement Date}**, on or before **{Start Date}**, and you are to complete the work within **{Number of Work Days}** consecutive working days thereafter. The date of completion of all work is therefore **{Finish Date}**.

THE CITY OF EVANS

By: _____
City Engineer

1.5.11 ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

this the _____ day of _____, 20_____.

By: _____

Title: _____

1.5.12 CHANGE ORDER

CHANGE ORDER NO.: _____
DATE: _____

PROJECT: **23rd Avenue/34th Street Traffic Signal**

TO (CONTRACTOR): _____
JUSTIFICATION: _____

You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	AMOUNT
----------	-------------	-----------	------	-----------	--------

	The original contract sum was			\$	_____
	Net change by previous change orders			\$	_____
	The contract sum prior to this Change Order was			\$	_____
	The contract sum will be (increased) (decreased) or (unchanged) by this Change Order			\$	_____
	The contract sum including this Change Order will be			\$	_____
	The new contract time will be (increased) (decreased) or (unchanged) by (___) days.				

The date of completion as of the date of this Change Order is therefore _____.

ACCEPTED BY:

Contractor

ORDERED BY:
The City of Evans
1100 37th Street
Evans, CO 80620

Address

By: _____
Date: _____

By: _____
Date: _____

1.5.13 NOTICE OF CONTRACTOR'S SETTLEMENT

This is to notify all persons interested that the City of Evans, Colorado will make final payment to **{Contractor's Name}** for work completed on **23rd Avenue/34th Street Traffic Signal.**

Said final payment will be made on **{Final Payment Date}**.

Anyone having claims in conjunction with this project may file same with the undersigned no later than **{Wednesday Before Final Payment Date}**.

CITY OF EVANS

By: _____
Mazedur Hossain, City Engineer

Dated: _____
The Greeley Tribune

1.5.14 FINAL RECEIPT AND GUARANTEE

CITY OF EVANS

Date: _____

Received this date of **{Final Payment Date}**, as full and final payment of the cost of improvements provided for in the Contract executed by **{Contractor's Name}** and Payee on or about **{Agreement Date}**, together with all amendments, change orders, and additions thereto, the sum of Dollars (**{Final Payment Amount}**), by check, being the remainder of the full amount accrued to the undersigned under the above-mentioned contract, including any and all extra work performed, and any and all materials and incidentals furnished by the undersigned thereunder. For this amount and the additional consideration of One Dollar (\$1.00), the undersigned hereby releases the City of Evans from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned, by these presents, certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the project's plans and specifications. That should any portion of said work or material(s) prove defective within **two (2) years** from the date of initial acceptance of the entire project by the City of Evans, the undersigned shall replace any such defective material(s) and remedy any such defective work to the satisfaction of the City of Evans, and shall defend and indemnify expenses and charges of every kind which may arise as a result of any such defective material(s) and workmanship during said period.

The Performance and Maintenance Bond for this contract shall remain in effect for the two (2) year period of the guarantee.

23rd Avenue/34th Street Traffic Signal

Signature: _____

Name: _____

Title: _____

1.6 INSURANCE REQUIREMENTS

The CONTRACTOR shall secure and maintain such insurance policies as will protect themselves, their subcontractors, and the City of Evans, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by themselves or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (a) Statutory Worker's Compensation
- (b) Commercial General Liability
 - General Aggregate \$ 2,000,000
 - Products/ \$ 2,000,000
 - (Completed Operations Aggregate)
 - Each Occurrence \$ 1,000,000
 - Personal & Advertising Injury \$ 1,000,000
 - Fire Damage \$ 50,000
 - Medical Expense \$ 5,000
- (c) Automobile Liability
 - Bodily Injury and Property Damage/ \$ 1,000,000
 - (Combined Single Limit)
- (d) Builders Risk/Installation Floater Full Replacement Cost
 - Be written on a Builder's Risk "All-Risk" or on Peril or Special Causes of Loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage.

Certificates of Insurance must show "City of Evans, its employees and agents" as an Additional Insured.

All policies shall be for not less than the amounts set forth above or as stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates or copies of policy of such insurance shall be filed with the CITY and shall be subject to its approval as to adequacy of protection, within the requirements of the specifications. Said Certificates of Insurance shall contain a 30-day written notice of cancellation in favor of the CITY.

ARTICLE 2.0

GENERAL CONDITIONS

INDEX

CONTENTS

2.1	DEFINITIONS	3
2.1.1	ABBREVIATIONS.....	3
2.1.2	GENERAL DEFINITIONS AND TERMS	10
2.2	GENERAL CONTRACT REQUIREMENTS	20
2.2.1	FAMILIARITY WITH WORK.....	20
2.2.2	CHANGED CONDITIONS.....	20
2.2.3	ORDER OF COMPLETION.....	20
2.2.4	DESIGN AND INSTRUCTIONS.....	21
2.2.5	SURVEYS.....	21
2.2.6	CLAIMS.....	21
2.2.7	EXECUTION AND CORRELATION OF DOCUMENTS.....	21
2.2.8	MATERIALS AND APPLIANCES.....	21
2.2.9	EMPLOYEES.....	21
2.2.10	ROYALTIES AND PATENTS.....	22
2.2.11	PERMITS, LICENSES AND REGULATIONS.....	22
2.2.12	INSPECTION OF WORK	22
2.2.13	SUPERINTENDENTS	23
2.2.14	PRECONTRACT EXAMINATION AND DISCOVERY OF DISCREPANCIES DURING WORK.....	23
2.2.15	CHANGES IN THE WORK.....	23
2.2.16	EXTENSION OF TIME	24
2.2.17	SUSPENSION OF WORK.....	24
2.2.18	THE CITY'S RIGHT TO TERMINATE CONTRACT	25
2.2.19	CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT	25
2.2.20	CANCELLATION OF CONTRACT.....	25
2.2.21	CORRECTION OF WORK BEFORE FINAL PAYMENT.....	25
2.2.22	REMOVAL OF EQUIPMENT	26
2.2.23	RESPONSIBILITY FOR WORK.....	26
2.2.24	PARTIAL COMPLETION AND ACCEPTANCE.....	26
2.2.25	PAYMENT WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK.....	26
2.2.26	CONTRACTOR'S INSURANCE AND INDEMNIFICATION	27
2.2.27	SURETY BONDS	28
2.2.28	CONTRACTOR'S INSURANCE.....	28
2.2.29	ASSIGNMENT	28
2.2.30	RIGHTS OF VARIOUS INTERESTS	29
2.2.31	ENGINEER'S STATUS	29
2.2.32	ENGINEER'S DECISIONS.....	29
2.2.33	ARBITRATION.....	30
2.2.34	ACCEPTANCE AND FINAL PAYMENT	30
2.2.35	LIQUIDATED DAMAGES.....	30
2.2.36	ADVANCE NOTICE.....	31
2.2.37	WORK DONE WITHOUT LINES OR GRADES	31
2.2.38	TAXES	31
2.3	LEGAL RELATIONS & RESPONSIBILITIES TO PUBLIC	31

2.3.1	LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	31
2.3.2	PROJECT SAFETY	32
2.3.3	PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY	32
2.3.4	EQUAL OPPORTUNITY	32
2.4	MATERIALS & WORKMANSHIP	33
2.4.1	GUARANTEES	33
2.4.2	WARRANTIES	34
2.5	MEASUREMENT & PAYMENT	34
2.5.1	PAYMENT	34
2.5.2	PAY QUANTITIES	34
2.6	SCOPE OF WORK	34
2.6.1	CHANGES IN THE WORK	34
2.6.2	SUBLETTING OF CONTRACT	35
2.6.3	SEPARATE CONTRACTS	35
2.6.4	SUBCONTRACTS	35
2.6.5	UNDERGROUND OBSTRUCTIONS	35
2.6.6	EMERGENCY WORK	36
2.6.7	CLEANING UP	36

2.1 DEFINITIONS

- (a) The Contract Documents shall consist of the Advertisement for Bids, Information for Bidders, Non-Collusion Statement, Bid Proposal, Bid Bond, Notice of Award, Agreement, Performance Bond, Payment Bond, Insurance Requirements, Notice to Proceed, Change Order, Notice of Contractor's Settlement, Final Receipt and Guarantee, Drawings, Specifications, and Special and General Conditions, including all modifications thereof incorporated in any of the documents before and after the execution of the Contract.
- (b) The CITY and the CONTRACTOR are those named as such in the Agreement. They are treated through the Contract Document as if each were of singular number and masculine gender.
- (c) Wherever in this Contract the word "ENGINEER" is used, it shall be understood as referring to the City Engineer, acting personally or through any assistants or assigns.
- (d) Any written notice served pursuant to the terms of the Agreement shall be deemed to have been duly served as if delivered in person or by registered mail to the individual, or to a partner, or to an officer of the corporation for whom it is intended, or any authorized representative thereof.
- (e) The term "subcontractor" shall mean anyone, other than the contractor, who furnished at the site, under an agreement with the CONTRACTOR, labor, or labor and materials, or labor and equipment, but shall not include any person who furnished services of a personal nature.
- (f) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.
- (g) Extra work shall mean such additional labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended but was shown on the Drawings or called for in the Specifications or is authorized by the CITY in addition to that work called for in the Drawings and Specifications.
- (h) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the Contract Drawings or Specifications.
- (i) Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed in order to begin work on the various items on the project site.

2.1.1 ABBREVIATIONS

Wherever the following abbreviations are used in these general conditions, supplemental condition, specifications, standard details or on the drawings, they are to be construed the same as the respective expressions represented.

AASHTO

American Association of State Highway and Transportation
Officials

AAN	American Association of Nurserymen
AB	Aggregate Base
Aban	Abandon
ABC	Aggregate base course
AC	Asphalt cement or concrete
ACB	Asphalt concrete base
ACI	American Concrete Institute
ACP	Asbestos cement pipe
ACPA	American Concrete Pipe Association
ACWS	Asphalt concrete wearing surface
AGC	Associated General Contractors of America, Inc.
Agg	Aggregate
Ahd	Ahead
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APA	American Plywood Association
Approx	Approximate
APWA	American Public Works Association
AR	Aged residue
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
Asph	Asphalt
ASTM	American Society for Testing Materials
Ave	Avenue
AWPA	American Wood Preservers Association
AWSC	American Welding Society Code
AWWA	American Water Works Association
Bbl	Barrel
BC	Beginning of curve
BCR	Beginning of curb return
Beg	Beginning
Bk	Book or Back
Bld	Boulevard
BM	Bench Mark or Board Measure
Brg	Bearing
BST	Bituminous Surface Treatment
BTB	Bituminous Treated Base
BTU	British Thermal Units
BVC	Beginning of vertical curve
BVCE	Beginning of vertical curve elevation
BVCS	Beginning of vertical curve station
C	Centigrade or Curb
CB	Catch Basin
CBF&C	Catch basin frame & cover
CC or C/C	Center to Center
CCA	Colorado Contractor's Association, Inc.
CDOT	Colorado Department of Transportation

CE	City or County Engineer
Cem	Cement
CF	Curb face
cfs	Cubic Feet per second
CIP	Cast Iron pipe
CIPP	Cast-in-place concrete pipe
CL or C	Centerline
Cm	Centimeter
CMP	Corrugated metal pipe
CO	Clean out
Col	Column
Conc	Concrete
Const	Construct
CP	Concrete pipe(non-reinforced)
CRS	Colorado Revised Statutes
CTB	Cement Treated Base
Cu	Cubic
CY	Cubic Yards
Deg	Degree
DF	Douglas Fir
DG	Decomposed granite
Dia	Diameter
Dim	Dimension
DIP	Ductile Iron Pipe
Div	Division
Dr	Drive
DRCOG	Denver Regional Council of Governments
Drwg	Drawing
Dwy	Driveway
Ea	Each
Ease	Easement
E	East
EC	End of curve
ECR	End of curb return
El or Elv	Elevation
Equa or Eq	Equation
EVC	End of vertical curve
EVCE	End of vertical curve elevation
EVCS	End of vertical curve station
Ex or Exist	Existing
F	Fahrenheit
FB	Field Book
F & C	Frame & cover
FH	Fire hydrant
FL or F	Floor line or flow line
FIEI	Floor Elevation
Fnd	Found
fps	Feet per second

FS	Finished surface
FSS	Federal Specifications and Standards
Ft	Foot or feet
G	Gutter
Ga	Gage
Galv	Galvanized
GL	Ground line
gpm	Gallons per minute
Gr	Grade
H	High or height
HC	House connection
Hdwl	Headwall
Horiz	Horizontal
Hwy	Highway
ID	Improvement District or inside diameter
IE	Invert Elevation
IEEE	Institute of Electrical and Electronic Engineers
In	Inch
Inv	Invert
IP	Iron Pipe
IPS	Iron Pipe Size
Irrig	Irrigation
Jt	Joint
JC	Junction Chamber
Jct	Junction
JS	Junction Structure
L	Length
Lb	Pound
L&T	Lead and tack
LD	Local depression
LF	Linear Feet
LH	Lamp hole
Lin	Linear
Long	Longitudinal
Lt	Left
M	Map or maps
Max	Maximum
Meas	Measured
MH	Manhole
MHF&C	Manhole frame and cover
Min	Minutes or minimum
Misc	Miscellaneous
MLorM	Monument line
Mm	Millimeter
Mon	Monolithic or monument

MTD	Multiple tile duct
MUTCD	Manual of Uniform Traffic Control Devices
N	North
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NE	Northeast
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NP	Non-plastic
NPI	Non pay item
NSC	National Safety Council
NSF	National Sanitation Foundation
NW	Northwest
No	Number
OC	On center
OD	Outside diameter
Oz	Ounces
PC	Point of curvature
PCR	Point of curb return
PCC	Point of compound curve or Portland Cement Concrete
PI	Point of intersection or plastic index
PL	Property line
POC	Point of Curve
POS	Point of Spiral
PP	Power pole
ppm	Parts per million
PRC	Point of reverse curve
Prod	Proposed or property
psi	Pounds per square inch
psf	Pounds per square foot
PTorPOT	Point of Tangent
P&TP	Power and telephone pole
Pvmt	Pavement
Q	Rate of flow
R	Radius
RC	Reinforced concrete
RCP	Reinforced concrete pipe
Rd	Road
Rdwy	Roadway
Reinf	Reinforced, Reinforcing
Ret Wall	Retaining Wall
RGRCP	Rubber Gasket Reinforced Concrete Pipe
rpm	Revolutions Per Minute
Rt	Right
R/W or Row	Right-of-way

S	South or slope
SAE	Society of Automotive Engineers
San	Sanitary
SC	Spiral to Curve
SCCP	Steel cylinder concrete pipe
SD	Storm drain or Sewer District
SDDTC	Storm Drainage Design and Technical Criteria
Sdl	Saddle
Sec	Seconds
Sect	Section
SE	Southeast
SF	Square feet
Sht	Sheet
Spec	Specifications
SPR	Simplified Practice Recommendation
SpMH	Special manhole
Sq Ft Yd	Square Foot, Yard
SS	Sanitary sewer
St	Street
Sta	Station
Std	Standard
Str gr	Structural grade
Struct	Structure or structural
SW	Southwest
SY	Square Yard
T	Tangent Distance
Tel	Telephone
Temp	Temporary
TH	Test hole
TP	Telephone pole
Tr	Tract
Trans	Transition
TS	Traffic signal or Tangent to spiral
TSC	Traffic signal conduit
Typ	Typical
UD & FCD	Urban Drainage and Floor Control District
USDCM	Urban Storm Drainage Criteria Manual
UL	Underwriters Laboratories
USC&GS	United States Coast and Geodetic Survey
USGS	United States Geological Survey
V	Velocity of flow
VC	Vertical curve
VCP	Vitrified clay pipe
Vert	Vertical
W	West or width
WI	Wrought iron

WS	Wearing surface
Wt	Weight
Yd	Yard
'	feet or minutes
"	inches or seconds
o	degrees
%	percent
#	number or pound
@	at
/	per
=	equals

2.1.2 GENERAL DEFINITIONS AND TERMS

Whenever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Addendum: A Supplement to any of the Contract Documents issued, in writing, after advertisement of but prior to the opening of bids for a contract.

Advertisement: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

Agency: The government agency for which the construction is being done, either by permit or contract.

Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are made a part thereof as provided therein.

Application for Payment: The form accepted by the ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

Award: The formal action of the governing body in accepting a proposal.

Backfill: Material placed in an excavated space to fill such space. For trenches this space will be the area from 1 foot above the top of the pipe or conduit to the existing or proposed finished grade of pavement.

Base Course: The upper course of the granular base of a pavement or the lower course of an asphalt concrete pavement structure.

Bedding: Is the material placed in the area from the bottom of the trench to 1 foot above the top of the pipe or conduit.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any qualified individual, firm, partnership, corporation or combination thereof, acting directly or through a duly authorized representative who legally submits a proposal for the advertised work.

Bond Issue Project: A project financed from bonds issued by the CITY pledging credit or a revenue resource.

Bridge: A structure, including supports, erected over a depression or an obstruction, as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than 20 feet between undercopings of abutments or extreme ends of openings for multiple boxes.

(Length) The length of a bridge structure is the over-all length measured along the line of survey stationing back to back of backwalls of abutments, if present, otherwise end to end of the bridge floor; but in no case less than the total clear opening of the structure.

(Roadway Width) The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guard timbers or in the case of multiple height of curbs, between the bottom of the lower risers.

Budget Project: A project financed by funds from General Tax levies and shared revenue funds set aside in the annual budget adopted by the Evans City Council.

Building: Any structure built for the support, shelter, or enclosure of persons, animals, chattel or movable property.

Building Code: A regulation adopted by the governing body establishing minimum standards of construction for the protection of the public health, safety, and welfare in terms of measured performance rather than in terms of rigid specifications of materials and methods.

Calendar Day: Every day shown on the calendar.

Change Order: A written order issued by the ENGINEER to the CONTRACTOR to make changes in the work or to perform extra work and setting forth conditions for payment and/or adjustment in time of completion.

City: A municipal corporation, organized and existing under and by virtue of the laws of the State of Colorado.

City Clerk: The duly authorized person who performs the duties of clerk for the Contracting Agency.

Completion Time: The number of calendar days for completion of an act, including authorized time extensions. In case a calendar date of completion is shown in the proposal in lieu of the number of calendar days, the contract shall be completed by that date. The time within which an act is to be done shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.

Conflicting Utility Line: An existing utility line, shown or not shown on the drawings, is a conflicting line when any part falls within the trench pay widths as listed or within the dimensions, as shown on the drawings, for appurtenant structures.

Construction Project: The erection, installation, remodeling, alteration, of durable facilities upon, under, or over the ground. This shall include, but is not limited to buildings, roadways and utility pipes, lines, poles or other structures.

Contingent Bid Item: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the ENGINEER determines that this work is required, the CONTRACTOR will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the

proposal is primarily for bid comparison, the amount of work required by the ENGINEER may vary materially from this.

Contract: The written instrument executed by the CONTRACTOR and the Contracting Agency by which the CONTRACTOR is bound to furnish all labor, equipment, and materials and to perform the work specified, and by which the Contracting Agency is obligated to compensate the CONTRACTOR therefore at the prices set forth therein. The Contract Documents are herewith by reference made a part of the contract as if fully set forth therein.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued on or after the Effective Date of the Agreement.

Contracting Agency: The legal entity that has contracted for the performance of the work or for whom the work is being performed.

Contractor: The individual, firm, partnership, corporation or combination thereof entering into a contract with the Contracting Agency to perform the advertised work.

Council: The City Council that by law constitutes the Legislative Department of the City organized and existing under and by virtue of the laws of the State of Colorado.

Culvert: Any structure not classified as a bridge, which provides an opening under or adjacent to the roadway.

Days: Unless otherwise designated, days will be understood to mean calendar days.

Emergency: Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under the Contract Documents, or which endanger life or property and call for immediate action or remedy.

Engineer: The person, appointed as ENGINEER by the CITY acting directly or through their duly authorized representative.

Equipment: (Construction)-All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and tools and apparatus necessary for the proper construction and acceptable completion of work.

(Installed)-All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.

Extra Work: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope.

Field Order: A written set of emergency instructions to the CONTRACTOR issued only where the time required for preparation and execution of a formal Change Order would

result in a delay or a stoppage of work, or would allow a hazardous condition to exist.

Fixed Bid Quantity: A payment item to be paid at a unit price, but with a defined quantity amount in the contract. Deviation within +/- 25% to be paid per the contract amount and deviation beyond +/-25% may be re-negotiated by mutual agreement between the City and Contractor in accordance with CDOT Standard Specification (2017) Section 104.02.c.

Flooding: Flooding will consist of the inundation of the entire lift with water, puddled with poles or bars to insure saturation of the entire lift.

Foundation: For buildings or structures, this will be the substructure. For pipe this will be the native material or prepared material on which the pipe rests; normally, this is the bottom grade line of the trench.

Full Depth Pavement: An asphalt concrete pavement structure in which the granular base and sub-base are replaced by equivalent structural thickness of asphalt concrete.

General Conditions: Uniform general specifications adopted as standard specifications by the ENGINEER.

Holiday: Holidays recognized by collective bargaining agreements in the State of Colorado are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Additional holidays recognizable by the State of Colorado Cities and Counties are:

- Martin Luther King's Birthday
- Presidents Day
- Columbus Day
- Veteran's Day
- General Election Day in even-numbered years

When New Year's Day, Independence Day or Christmas Day fall on Sunday, the following Monday shall be considered a holiday.

Additional legal holidays, when designated by the State Governor or President of the United States, will also be recognized by the State, City and/or County.

Improvement District Project: A project financed by assessments against the property included in a special assessment district authorized under, or implemented by, an act of the legislature of the State and/or a procedural ordinance of the City or County.

Inspector: The ENGINEER's authorized representative assigned to make detailed inspections of contract performance.

Jetting: Jetting is the densification of material, using a continuous supply of water,

under pressure, transmitted to the material through a rigid pipe of sufficient length to reach the bottom of the lift being densified. In all cases, the entire lift will be completely saturated working from the top to the bottom.

Laboratory: The established materials testing laboratory of the Contracting Agency's Engineering Department, or other laboratories acceptable to and/or authorized by the ENGINEER to test materials and work involved in the Contract.

Liquidated Damages: A daily charge made against the CONTRACTOR for each working day, including free time, that any work shall remain uncompleted after elapse of Contract time.

Major Item: Any item of work and/or materials having an original contract value that exceeds ten percent of the amount of the original contract.

Materials: Any substance specified in the project, equipment and other material used or consumed in the performance of the work.

Median: The portion of a divided highway separating the roadways used by traffic going in opposite directions.

Method of Measurement: The manner in which a "Pay Item" is measured to conform to the "Pay Unit."

Non-Pay Item: An item of work for which no separate payment will be made under the proposal, but which must be included as an incidental cost for payment on an associated pay item included in the proposal.

Notice of Award: A letter from the CITY advising the CONTRACTOR that he is the successful Bidder and the Evans City Council has accepted their proposal.

Notice to Bidders: The standard forms inviting proposals or bids.

Notice to Proceed: A directive issued by the Engineer, authorizing the CONTRACTOR to start the work or improvements required in the Contract.

Obligee: One to whom another is obligated. For bonding purposes, the OWNER is the obligee.

Open Trench: The excavated area shall be considered as open trench until all the aggregate base course for pavement replacement has been placed and compacted or, if outside of a pavement area, until the excavated area is brought to finish grade or natural grade.

Owner: City of Evans, State of Colorado, acting through its legally constituted officials, officers or employees.

Pavement: Any surface of streets, alleys, sidewalks, courts, driveways, etc., consisting of mineral aggregate bound into a rigid or semi-rigid mass by a suitable binder such as, but not limited to, Portland cement or asphalt cement.

Pavement Structure: The combination of sub-base, base course, and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

Pay Item: A detail of work for which individual payments are to be made under the Contract, as specified in the proposal.

Payment Bond: The security provided by the CONTRACTOR solely for the protection of claimants, supplying labor and materials to the CONTRACTOR or its Subcontractors.

Performance Bond: The security by the CONTRACTOR solely for the protection of the Contracting Agency and conditioned upon the faithful performance of the contract in accordance with the contract documents, drawings, specifications and conditions thereof.

Permit: The license to do construction in public rights-of-way and/or easements; issued by an Agency to a CONTRACTOR working for another party.

Plans: All approved drawings or reproductions thereof pertaining to the work and details therefor, which are made a part of the Project Manual and Contract Documents.

Plant: The Contractors' and/or subcontractors' facilities, including but not limited to small tools and mobile equipment, located on and/or offsite, necessary for preparation of materials and prosecution of work for the project.

Principal: The individual, firm or corporation primarily liable on an obligation, as distinguished from a surety.

Profile Grade: The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

Project: A specific coordinated construction or similar undertaking identified by a single project number and bid and awarded as one contract. On occasion two or more projects may be bid and awarded as a single contract.

Project Manual: All the integral documents of the contract including but not limited to, Contract Documents, General Conditions, Supplemental Conditions, Specifications and drawings.

Project Supplemental Conditions: See definition for Supplemental Conditions.

Proposal: The offer of a bidder on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form: The approved form on which the Contracting Agency requires bids to be prepared and submitted for the work.

Proposal Guarantee: The security furnished with a bid to guarantee that the bidder will enter into the contract if their bid is accepted.

Proposal Pamphlet: The book or pamphlet pertaining to a specific project, containing

proposal forms, special provisions and other information necessary for and pertinent to the preparation of the proposal or bid.

Referred Documents: On all work authorized by the Contracting Agency, any referenced documents in the specification, i.e., Bulletins, Standards, Rules, Methods of Analysis or test. Codes and Specifications of other Agencies, Engineering Societies or Industrial Associations, refer to the Latest Edition thereof, including Amendments, which are in effect and published at the time of Advertising for Bids or the issuing of a permit for the work, unless otherwise stated.

Resident Project Representative: The authorized representative of ENGINEER who may be assigned to the site or any part thereof. Also called the Inspector.

Reasonably Close Conformity: Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances.

Right-of-Way: A general term denoting, land, property or interest therein, usually in a strip, acquired for or devoted to a street, highway, or other public improvement.

Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Roadside: A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

Roadside Development: Those items necessary to the complete roadway that provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the roadway.

Roadway: The portion of the right-of-way intended primarily for vehicular traffic and including all appurtenant structures and other features necessary for proper drainage and protection. Where curbs exist, it is that portion of roadway between the faces of the curbs.

Salvageable Material: Material that can be saved or salvaged. Unless designated or directed by the ENGINEER or shown on the drawings, all salvageable material shall remain the property of the CONTRACTOR.

Sewers: Conduits and related appurtenances employed to collect and carry off water and waste matter to a suitable point of final discharge.

Shop Drawings: Drawings or reproduction of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcing steel, installed equipment and installation of systems, or any other supplementary drawings or similar data, which the CONTRACTOR is required to submit

for approval.

Shoulder: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.

Supplemental Conditions: The special conditions, requirements, additions, and/or revisions to the General Conditions and Standard Specifications, applicable to the work, to cover conditions or requirements peculiar to the project under consideration. Supplemental Conditions fall within one of the two following categories and take precedence over the General Conditions.

(a) Project Special Conditions. Special Conditions peculiar to the project and not otherwise thoroughly nor appropriately set forth in the general conditions or standard specifications or drawings.

(b) Standard Special Conditions. Special directions or requirements not otherwise thoroughly or appropriately set forth in the standard specifications, and which are peculiar to a selected group of projects or which are intended for temporary use.

Specifications: The descriptions, directions, provisions, and requirement for performing the work as contained in the Contract Documents.

State: The State of Colorado.

Standard Details: Uniform detail drawings of structures or devices adopted as Standard Details by the ENGINEER.

Standard: Uniform general specifications adopted as Standard Specifications by the ENGINEER.

Storm Drain: Any conduit and appurtenance intended for the reception and transfer of stormwater.

Street: Streets, avenues, alleys, highways, crossings, lanes, intersections, courts, places, and grounds now open or dedicated or hereafter opened or dedicated to public use and public ways.

Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, sewers, service pipes, underdrains, foundation drains, fences, swimming pools, and other features which may be encountered in the work and not otherwise classed herein.

Sub-base: The lower course of the base of a roadway, immediately above the sub-grade.

Subcontractors: Those having direct contracts with the CONTRACTOR and those who furnish material worked into a special design according to the Drawings and

Specifications for the work, but not those who merely furnish material not so worked.

Sub-grade: The supporting structures on which the pavement and its special undercourses rest.

Substantial Completion: The work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER and OWNER as evidenced by a letter of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended. The terms "substantially complete" and "substantially completed" as applied to any work refer to Substantial Completion thereof. The work must meet the following criteria for Substantial Completion to apply:

- A. At least 90% of all pay items have been completed and are eligible for payment.
- B. The facilities constructed by CONTRACTOR are ready for use.
- C. All traffic features have been completed.
- D. A list of incomplete work items has been issued by the OWNER or ENGINEER to the CONTRACTOR and the CONTRACTOR has accepted and acknowledges the list.

Substructure: All of that part of the structure or building below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

Superintendent: The Contractor's authorized representative in responsible charge of the work.

Superstructure: The entire structure or building except the substructure.

Supplemental Specifications: Additions and revisions to the Standard Specifications that are adopted subsequent to issuance of the printed Project Manual.

Surety: The individual, firm or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

Surface Course: The finish or wearing course of an asphalt concrete pavement structure.

Title or Headings: The titles or headings or the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Township, City, Town or District: A subdivision of the COUNTY used to designate or identify the location of the proposed work.

Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Utility: Pipelines, conduits, ducts, transmission lines, overhead or underground wires, railroads, storm drains, sanitary sewers, irrigation facilities, street lighting traffic signals, and fire alarm systems, and appurtenances of public utilities and those of private industry, businesses or individuals solely for their own use or use of their customers which are operated or maintained in, on, under, over or across public right-of-way or public or private easement.

Waterworks (Water Supply System): The reservoirs, pipe lines, wells, pumping equipment, purification works, mains, service pipes, and all related appliances and appurtenances utilized in the procurement, transportation and delivery of an adequate, safe, and palatable water supply for the Contracting Agency.

Work: Any or all of the improvements mentioned and authorized to be made, and the construction, demolition, reconstruction, and repair of all or any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.

Working Day: A calendar day, exclusive of Saturdays, Sundays and Contracting Agency recognized legal holidays, on which weather and other conditions not under the control of the CONTRACTOR will permit construction operations to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.

2.2 GENERAL CONTRACT REQUIREMENTS

2.2.1 FAMILIARITY WITH WORK

The CITY has endeavored to ascertain all pertinent information regarding site conditions, and subsurface conditions, and has, to the best of their ability, furnished all such information to the CONTRACTOR. Such information is given, however, as being the best factual information available to the CITY, but is advisory only. The CONTRACTOR, by careful examination, shall satisfy itself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters that can in any way affect the work under this Contract.

Bidder shall examine the site of the proposed work and all documents pertaining to the work. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished.

Logs of test hole, ground water levels, and any accompanying soil reports as furnished by the Contracting Agency are furnished for general information only. The field condition so set forth shall not constitute a representation or warranty, expressed or implied, that such conditions are existent. Bidders shall make their own investigations and form their own estimates of the site conditions. After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained.

2.2.2 CHANGED CONDITIONS

The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the CITY in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2), previously unknown physical or other conditions at the site, of an unusual nature, not generally recognized as inherent in work of the character provided for in this Contract. The ENGINEER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made, and the Contract modified in writing accordingly. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given notice as above required, provided that the ENGINEER may, if he determines the facts so justify, consider and adjust any such claims assessed before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Paragraph 2.2.33 hereof.

2.2.3 ORDER OF COMPLETION

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts. The special provisions or plans may require that certain phases or parts of the work be completed first or in a certain order. If the CONTRACTOR elects to use PERT or CPM charts, he shall furnish copies of them to the ENGINEER upon request.

2.2.4 DESIGN AND INSTRUCTIONS

It is agreed that the CITY will be responsible for the adequacy of design and Specifications. The CITY, through the ENGINEER, shall furnish Specifications, which adequately represent the requirements of the work to be performed under the Contract. All such instructions shall be consistent with the Contract Documents and shall be true developments thereof. Specifications that adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The ENGINEER may, during the life of the Contract, and in accordance with Paragraph 2.2.15, issue additional instructions, by means of drawings or other media, necessary to illustrate changes in the work.

2.2.5 SURVEYS

The CITY has provided a suitable number of benchmarks adjacent to the work. From the information provided by the CITY, the CONTRACTOR shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, and elevations. The CONTRACTOR shall be responsible for any mistakes made in its detailed surveys.

The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their necessary loss or disturbance.

2.2.6 CLAIMS

If the CONTRACTOR claims that any instructions by drawings or otherwise, issued after the date of the Contract, involve extra cost under the Contract, he shall give the ENGINEER written notice thereof within ten (10) days, after the receipt of such instruction, and in any event before proceeding to execute the work, except emergency endangering life or property, and the procedure shall than be as provided for changes in the work. No such claim shall be valid unless so made.

2.2.7 EXECUTION AND CORRELATION OF DOCUMENTS

The Agreement shall be signed in duplicate by the CITY and the CONTRACTOR.

The Contract Documents are complimentary and what is called for by anyone shall be as binding as if called for by all. In case of conflict between Drawings and Specifications, the Specifications shall govern. Special Specifications shall govern over Standard Specifications. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

2.2.8 MATERIALS AND APPLIANCES

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of work. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

2.2.9 EMPLOYEES

The CONTRACTOR shall, at all times, enforce strict discipline and good order among its employees, and shall seek to avoid employing, for the Contract, any unfit person or anyone not skilled in the work assigned to them.

Adequate sanitary facilities shall be provided by the CONTRACTOR.

Employees of the CONTRACTOR and/or any subcontractor working on the project shall not be considered as employees of the City of Evans, nor shall they be entitled to any of the benefits provided to City of Evans employees.

2.2.10 ROYALTIES AND PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement for any patent rights and save the CITY harmless from loss on accounts thereof, except that the CITY shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the CITY has notified the CONTRACTOR prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

2.2.11 PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature, necessary for the prosecution of the work, shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the CITY, unless otherwise specified.

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the Specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted in the Contract for changes in the work.

2.2.12 INSPECTION OF WORK

All materials and equipment used in the construction of the project shall be subject to adequate testing in accordance with generally accepted standards as required by the Contract Documents.

The CITY shall provide sufficient competent personnel, working under qualified supervision for the inspection of the work, while such work is in progress, to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. The inspection of the Contract will be as it relates to the compliance with the Specifications, quality of workmanship, and material. Notwithstanding such inspection, the CONTRACTOR will be held responsible for the acceptability of the work.

The ENGINEER and its representatives shall, at all times, have access to work whenever it is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the Specifications, the ENGINEER's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the CONTRACTOR shall give the ENGINEER timely notice to its readiness for inspection, and if the inspection is by an authority other than the ENGINEER, a date shall be fixed for such an inspection. Inspections by the ENGINEER shall be promptly made, and where applicable, at the source of supply. Any work required by the ENGINEER to be uncovered for examination shall be properly restored at the CONTRACTOR's expense unless the ENGINEER has unreasonably delayed inspection.

Re-examination of any work may be ordered by the ENGINEER, and if so ordered, the work must be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the CITY shall pay the cost of re-examination. If such work is not in accordance with the Contract Document, the CONTRACTOR shall pay such cost.

2.2.13 SUPERINTENDENTS

The CONTRACTOR shall keep on its work at all times during its progress, competent superintendents and/or responsible assistants. The superintendent shall represent the CONTRACTOR and all directions given to them shall immediately be confirmed in writing to the CONTRACTOR. Superintendent shall be named in writing by CONTRACTOR at the beginning of the work.

2.2.14 PRECONTRACT EXAMINATION AND DISCOVERY OF DISCREPANCIES DURING WORK

Before submitting their proposal, the CONTRACTOR will examine all construction plans and the entire and complete specifications. The CONTRACTOR will become well and fully informed as to the materials and the character of the work required, the relationship of all the particular parts of the work, and he will visit and inspect the site, observing and examining the conditions existing.

After the execution of the Contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done, it being mutually understood that the tender of the proposal carried with it an agreement to this end and all other conditions mentioned in the Contract and the Specifications, and implied a full and complete understanding of them and all construction plans, drawings, notes, indications, and requirements.

Should anything be omitted from the construction plans or specifications necessary to the proper completion of the work herein described, it shall be the duty of the CONTRACTOR to so notify the CITY before signing the Contract, and in the event of failure of the CONTRACTOR to give such notice, they shall make good any damage or defect in its work caused thereby without extra charge. No allowance will be made for lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to the CONTRACTOR.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the Specifications and the physical conditions of the locality, or any errors or omissions in the layout as given by survey points and instruction, he shall immediately inform the ENGINEER, in writing, and the ENGINEER shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTOR's risk, except in the event of an emergency.

2.2.15 CHANGES IN THE WORK

At any time by written order, the CITY may make changes in the Specifications or scheduling of the Contract within the general scope. All such work shall be executed under the time constraints of the original contract except that any claim for extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.

In giving instruction, the ENGINEER shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. Except in an emergency endangering life and property, no claim for an addition to the contract sum shall be valid unless

the additional work was so ordered by the ENGINEER.

The CONTRACTOR shall proceed with the work as changed and the value of any such work or change shall be determined as provided for in the Agreement herein.

The CITY may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, the CONTRACTOR shall perform the same at the unit prices or lump sum indicated in the bid. Changes may occur to a maximum of twenty-five percent (25%) of the contract price. After exceeding twenty-five percent (25%), the applicable unit price or lump sum may be negotiable, and an equitable adjustment shall be authorized by change order.

2.2.16 EXTENSION OF TIME

- A. Extension of time stipulated in the Contract for completion of the work will be made when changes in the work occur, as provided in Paragraph 2.2.15; when the work is suspended as provided in Paragraph 2.2.17; and when the work of the CONTRACTOR is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the CONTRACTOR, their subcontractors or suppliers, and which were not the result of their fault or negligence.

Extension of time for completion shall also be allowed for any delays in the progress of the work that in the opinion of the ENGINEER entitles the CONTRACTOR to an extension of time.

- B. The CONTRACTOR shall notify the ENGINEER promptly of any occurrence or condition which in the CONTRACTOR's opinion entitles them to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the CONTRACTOR's claim. Failure to provide such notice shall constitute a waiver by the CONTRACTOR of any claim.

2.2.17 SUSPENSION OF WORK

The CITY may at any time suspend the work, or any part thereof, by giving three (3) days' notice to the CONTRACTOR in writing.

2.2.18 THE CITY'S RIGHT TO TERMINATE CONTRACT

If the CONTRACTOR should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed as a result of their insolvency, or if he should persistently or repeatedly refuse or should fail, except for cases in which extensions of time are provided, to supply enough properly-skilled workmen or materials, or if he should fail to make payments to subcontractors or for materials or labor so as to affect the progress of the work or persistently be guilty of a substantial violation of the Contract, then the CITY, upon written notice from the ENGINEER that sufficient cause exists to justify such action and without prejudice to any other right or remedy, and after giving the CONTRACTOR and its Surety seven (7) days' written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the CITY, and finish the work by whatever method the ENGINEER may be deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY. The expense incurred by the CITY as herein provided, and the damage incurred through the CONTRACTOR's default, shall be certified by the ENGINEER.

Where the Contract has been terminated by the CITY, said termination shall not affect or terminate any of the rights of the CITY then existing or which may thereafter accrue because of such default as against the CONTRACTOR or their Surety. Any retention or payment of moneys by the CITY due to the CONTRACTOR under the terms of the Contract, shall not release the CONTRACTOR or their Surety from liability for the CONTRACTOR's default.

2.2.19 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three (3) months, through no act or fault of the CONTRACTOR, the CITY will pay an amount not to exceed 50% of an undisputed sum within forty-five (45) days of its maturity and presentation, then the CONTRACTOR may, upon seven (7) days' written notice to the ENGINEER, stop work or terminate this Contract and recover from the CITY payment for all work executed, plus any loss sustained upon any plant or materials, plus reasonable profit and damages.

2.2.20 CANCELLATION OF CONTRACT

Failure of the CONTRACTOR to comply with any of the requirements of the Contract and the Specifications may be considered as evidence of the inability on the part of the CONTRACTOR to maintain the quality and service standards deemed necessary and shall be sufficient cause for the cancellation of the Agreement and the initiating of legal action against the Performance Bond of the CONTRACTOR.

2.2.21 CORRECTION OF WORK BEFORE FINAL PAYMENT

The CONTRACTOR shall promptly remove from the premises all materials and work condemned by the ENGINEER as failing to meet contract requirements, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such condemned work and materials within ten (10) days after written notice, the CITY may remove them and store the material at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such removal and storage within ten (10) days' time thereafter, the CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall pay the CONTRACTOR any net proceeds thereof, after deducting all costs and expenses that should have been borne by the CONTRACTOR.

2.2.22 REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion for whatever cause, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of its equipment and supplies from the property of the CITY, failing which, the CITY shall have the right to exercise control over and to remove such equipment and supplies at the expense of, and without recourse, by the CONTRACTOR.

2.2.23 RESPONSIBILITY FOR WORK

The CONTRACTOR assumes full responsibility for the work. Until final acceptance, the CONTRACTOR shall be responsible for damage to or destruction of the work, except for any part covered by partial acceptance as set forth in Paragraph 2.2.24 and except such damage or destruction that is caused by the negligent or willful acts of the CITY.

2.2.24 PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate, referred to in Paragraph 2.2.34 hereinafter, any portion of the permanent construction has been satisfactorily completed to the ENGINEER's satisfaction, and if the ENGINEER determines that such portion of the permanent construction is not required for the operations of the CONTRACTOR, but is needed by the CITY, the ENGINEER shall issue to the CONTRACTOR a Certificate of Partial Completion, and thereupon or at any time thereafter, the CITY may take over and use the portion of the permanent construction described in such certificate.

The issuance of a Certificate of Partial Completion shall not be construed to constitute an extension of the CONTRACTOR's time to complete the portion of the permanent construction to which it relates, if he fails to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the CONTRACTOR or their Sureties from any obligations under this Contract or the Performance Bond.

If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to extra compensation, or extension of time, or both, as the ENGINEER may determine, unless otherwise provided.

2.2.25 PAYMENT WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

As a result of subsequently discovered evidence, the CITY may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss occasioned by:

- A. Defective work not remedied by the CONTRACTOR
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR for work done on the project

- C. Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor
- D. Damage by the CONTRACTOR to subcontractors or to another contractor

When the above grounds are removed, or the CONTRACTOR provides Surety Bond satisfactory to the CITY that will protect the CITY in the amount withheld, payment shall be made for amounts withheld because of them. No moneys may be withheld under (b) and (c) if a Payment Bond is included in the Contract.

2.2.26 CONTRACTOR'S INSURANCE AND INDEMNIFICATION

The CONTRACTOR shall secure and maintain such insurance policies as will protect itself, its subcontractors, and City of Evans, its employees and agents, from claims for bodily injuries, death, or property damage, which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required and must be evidenced by Certificates of Insurance:

- A. Statutory Workers' Compensation
- B. Commercial General Liability

General Aggregate	\$2,000,000
Products/ (Completed Operations Aggregate)	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
- C. Automobile Liability

Bodily Injury and Property Damage (Combined Single Limit)	\$ 1,000,000
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- D. Builders Risk/Installation Floater Full Replacement Cost

Be written on a Builder's Risk "All-Risk" or on Peril or Special Causes of Loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage.

Certificates of Insurance must show "City of Evans, its employees and agents" as an Additional Insured.

All policies shall be for not less than the amount set forth above or as stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special

Conditions.

All Certificates of Insurance must be filed with the ENGINEER along with the Performance and Payment Bonds and shall be subject to their approval as to adequacy of protection, within the requirements as stated herein. Said Certificates of Insurance shall contain a thirty (30) days' written notice of cancellation in favor of the CITY.

The CITY cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the CONTRACTOR or any other person or entity whatsoever, for any purpose whatsoever. To the extent allowable under C.R.S. Section 13-50.5-102(8), the CONTRACTOR shall defend, indemnify and hold harmless the CITY, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent resulting from the fault of, or negligent services rendered by the CONTRACTOR, its employees, agents or subconsultants, or others for whom the CONTRACTOR is legally liable, under this Agreement; provided, however, that the CONTRACTOR need not indemnify or save harmless the CITY, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the City's mayor and City council, officials, officers, directors, agents and employees."

All insurance and bonding companies providing coverage or surety under this contract shall have a Best Insurance Rating of "A" or better.

2.2.27 SURETY BONDS

The CITY shall have the right, prior to the signing of the Contract, to require the CONTRACTOR to furnish Payment and Performance Bonds in such form as the CITY may prescribe in the bidding documents and executed by one or more financially responsible Sureties licensed to do business in the State of Colorado. The premiums for said Bonds shall be paid by the CONTRACTOR. Such Bonds shall cover the entire Contract amount, regardless of changes therein, shall remain in full effect for a period of one year from the date of issuance of a Certificate of Completion, and shall be filed with the ENGINEER prior to the commencement of any work on the project.

2.2.28 CONTRACTOR'S INSURANCE

The CONTRACTOR shall secure and maintain insurance to one hundred percent (100%) of the insurable value of the entire work in the Contract and any structures attached or adjacent thereto against fire, earthquake, flood, and other perils as he may deem necessary and shall name the CITY and subcontractors as Additional Insured.

All insurance and bonding companies providing coverage or surety under this contract shall have a Best Insurance rating of "A" or better.

2.2.29 ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other and its Surety, nor shall the CONTRACTOR assign any moneys due or to become due to them hereunder, except to a bank or financial institution acceptable to the CITY.

2.2.30 RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, utility companies, or by other CONTRACTOR's forces is contiguous to work covered by this Contract, the respective rights of the various interest invoiced shall be established by the ENGINEER, to secure the completion of the various portions of the work in general harmony.

- A. Before issuance of final payment, the CONTRACTOR, if required in the Special Conditions, shall certify in writing to the ENGINEER that all payrolls, material bills, and other indebtedness connected with the work, have been paid or otherwise satisfied. If the Contract does not include a payment Bond the CONTRACTOR may submit, in lieu of certification of payment, a Surety Bond in the amount of the disputed indebtedness or liens, guaranteeing payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or liens, which the CITY may be compelled to pay upon adjudication.
- B. The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from unsettled liens, from faulty work appearing within the guarantee period, provided in the Special Conditions, from the requirements of the Drawings and Specifications, or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.
- C. If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the CITY shall, upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the work fully and completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- D. If the CITY fails to make payment as herein provided, there shall be added to each payment daily interest at the rate of six percent (6%) per annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the CONTRACTOR.

2.2.31 ENGINEER'S STATUS

The ENGINEER shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

2.2.32 ENGINEER'S DECISIONS

The ENGINEER shall, within a reasonable time after their presentation to them, make decisions in writing on all claims of the CONTRACTOR and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

2.2.33 ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, which cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

2.2.34 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is substantially complete or ready for final inspection and acceptance, the ENGINEER will promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed, they shall promptly issue a certificate, over their own signature, stating that the work required by this Contract has been substantially completed and is accepted by them under the terms and conditions thereof, and the entire balance found to be due the CONTRACTOR, including the retained percentage, unless a retention based on the ENGINEER's estimate of the fair value of the claims against the CONTRACTOR and the cost of completing the uncompleted or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable. No final payment shall be made by the CITY unless and until the CONTRACTOR has certified in writing to the ENGINEER that all payroll, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the project to bind the subcontractors to the CONTRACTOR by the terms of the Contract Documents, and to give the CONTRACTOR the same power as regard to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provision of the Contract Documents.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY.

Subcontracts, or transfer of Contract, shall not release the CONTRACTOR of its liability under the Contract and Bonds.

2.2.35 LIQUIDATED DAMAGES

The CONTRACTOR agrees that he can and will complete the project within the prescribed time limit as stated in Article 1.5.9 (Notice to Proceed) and within the time as may be extended. In the event the CONTRACTOR fails to complete the work within the allotted time limit, the following liquidated damages will be applied:

From More Than	Original Contract Amount to And Including	Daily Charge
\$ 0	\$ 25,000	\$ 85
25,000	50,000	140
50,000	100,000	205
100,000	500,000	280
500,000	1,000,000	420
1,000,000	2,000,000	560
2,000,000	4,000,000	840
4,000,000	8,000,000	1,120

8,000,000

10,000,000

1,400

These rates will be assessed per calendar day for each day which the CONTRACTOR fails to finish the work in excess of the time period allotted. The parties agree that the liquidated damages, as stated herein, are not a penalty and are reasonable, given the expected harm from a delay in completion, the difficulty of proving actual loss, and the inadequacy of any other remedy.

2.2.36 ADVANCE NOTICE

It shall be the responsibility of the CONTRACTOR to notify the ENGINEER or inspector sufficiently in advance of its operations to enable the ENGINEER or inspector to set the required control stakes and marks.

In order to assure proper availability of construction supervision or other personnel from the ENGINEER's staff, the following notices will be required as minimums:

- A. One (1) week notice for major additions or modifications to construction staking.
- B. Two (2) working days' notice for all staking except for emergencies.
- C. Two (2) days' written notice shall be delivered to the ENGINEER or inspector prior to any work done on Saturday, Sunday, nights, and legal holidays.

The failure of the CONTRACTOR to provide minimum notices will not be considered for time extensions or extra compensations.

2.2.37 WORK DONE WITHOUT LINES OR GRADES

Any work done without having been properly located and established as determined by the Engineer may be ordered removed and replaced at the CONTRACTOR's expense.

2.2.38 TAXES

Except as may be otherwise provided in this Contract, the contract price is to include all applicable taxes, but does not include any tax from which the CITY and the Contractor are exempt. Upon request by the CONTRACTOR, the CITY shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price, pursuant to this provision.

2.3 LEGAL RELATIONS & RESPONSIBILITIES TO PUBLIC

2.3.1 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Laws and Regulations: The CONTRACTOR shall keep itself fully informed of all city and county ordinances and regulations, and state and federal laws which in any manner affect the work herein specified. He shall, at all times, observe and comply with said ordinances, regulations, or laws, caused by the negligent actions of the CONTRACTOR, its agent, or employees.

2.3.2 PROJECT SAFETY

The CONTRACTOR is solely responsible for and shall take reasonable precautions in the performance of the work under this Contract to protect all persons from hazards to life and property. The CONTRACTOR shall comply with all health, safety and fire protection regulations and requirements.

2.3.3 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The CONTRACTOR shall provide and maintain all necessary watchmen, barricades, warning lights, and signs in accordance with the Manual of Uniform Traffic Control Devices and take all reasonable precautions for the protection and safety of the public. He shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the CITY's property from injury or loss arising in connection with this Contract. Streets and highways shall be kept free of dirt and litter from CONTRACTOR's handling operations. The CONTRACTOR shall take reasonable precautions to protect private property adjacent to the project from such nuisances as dust and dirt, rock, and excessive noise. They shall make good any damage, injury or loss to their work and to the property owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents or caused by agents of adjacent private and public property, as provided by law and the Contract Documents.

2.3.4 EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

2.4 MATERIALS & WORKMANSHIP

2.4.1 GUARANTEES

The CONTRACTOR shall guarantee its work against defective materials or workmanship for a period of two (2) years from the date of initial acceptance.

Contractor warrants and guarantees to the CITY that all equipment and materials furnished under this Contract are free from all defects in workmanship and materials.

Contractor shall remove from the project area all work or materials rejected by the CITY or its inspector for failure to comply with the Contract Documents, whether incorporated in the construction or not. The CONTRACTOR shall promptly replace the materials or re-execute the work in accordance the Contract Documents and without expense to the CITY which are or become defective due to such defects within two (2) years after the date of receipt by the CITY. The CONTRACTOR shall also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

2.4.2 WARRANTIES

The CONTRACTOR shall guarantee its work against defective materials and workmanship for a period of two (2) years from the date of initial acceptance.

2.5 MEASUREMENT & PAYMENT

2.5.1 PAYMENT

Partial payment under the Contract shall be made at the request of the CONTRACTOR once each month, based upon partial estimates to be furnished by the CONTRACTOR and approved by the CONTRACTOR once each month, based upon partial estimates to be furnished by the CONTRACTOR and approved by the ENGINEER or inspector. In making such partial payment, there shall be retained five percent (5%) of the estimated amounts until final completion and acceptance of all work covered by the Contract.

In preparing estimates for partial payments, the material delivered on the site and preparatory work done may be taken into consideration.

Payments for work under subcontracts of the CONTRACTOR shall be subject to the above conditions applying to the contract after the work under a subcontract has been fifty percent (50%) completed. In preparing estimates for partial payments, the material delivered on the site and preparatory work done may be taken into consideration.

Should the CONTRACTOR fail to proceed properly and in accordance with the Guarantee, the CITY may have such work performed at the expense of the CONTRACTOR.

2.5.2 PAY QUANTITIES

The CONTRACTOR shall be paid on a unit price basis as indicated by the proposal for the actual quantities installed.

2.6 SCOPE OF WORK

2.6.1 CHANGES IN THE WORK

At any time by written order, the CITY may make changes in the Drawings and Specifications or scheduling of the Contract within the general scope. All such work shall be executed under the time constraints of the original Contract, except that any claim for extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.

- A. Unit prices previously approved,
- B. An agreed lump sum,
- C. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added on an amount to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work, to cover the cost of general overhead and profit.

2.6.2 SUBLETTING OF CONTRACT

The CONTRACTOR shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or of their rights, title, or interest therein, without written consent of the CITY. The CONTRACTOR may utilize the services of specialty subcontractors on those parts of the project which, under normal contraction practices, are performed by specialty subcontractors.

The CONTRACTOR shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of the CITY.

The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of their subcontractors and of persons directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

2.6.3 SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this project. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such work that render it unsuitable for such proper execution and results.

2.6.4 SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the Contract, but in any event prior to the performance of any work by any subcontractor, notify the CITY, in writing, of the names of the subcontractors proposed for the work, designating the portions of work to be performed by each.

The CONTRACTOR agrees that they are as fully responsible to the CITY for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the CITY.

2.6.5 UNDERGROUND OBSTRUCTIONS

The CONTRACTOR shall anticipate all underground obstructions, such as water lines, gas lines, sewer lines, concrete, debris, and all other types of utility lines. No extra payment will be allowed for the removal, protection, replacement, repair or possible increased cost caused by underground obstruction. Any such lines or obstructions indicated on the Drawings show only the approximate location from the information available and must be verified in the field by the CONTRACTOR. The ENGINEER will endeavor to familiarize the CONTRACTOR with all underground utilities and obstructions, but this will not relieve the CONTRACTOR from full responsibility for anticipating all underground obstructions.

In accordance with C.R.S. Section 9-1.5-103 (1973), the CONTRACTOR shall not make or begin excavation without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone, or in writing and shall be given at least two business days prior to beginning work.

The CONTRACTOR shall protect the existing utilities in a manner as requested by the respective utility owners at no extra compensation. The CONTRACTOR, by their signature on this proposal and subsequently on the Agreement, agrees to hold City of Evans, the agencies thereof, and their officers and employees, harmless from any and all losses, damages or claims which may arise out of, or be connected with, construction performed where said utilities are located.

Should it be necessary to relocate utilities in the area of construction, the CITY, at its own expense, will coordinate these relocations with the utility owner and the CONTRACTOR.

2.6.6 EMERGENCY WORK

In an emergency affecting the safety of life or of the work or of adjoining property, the CONTRACTOR is, without special instructions or authorization from the ENGINEER, hereby permitted to act at its discretion to prevent such threatening loss or injury. He shall also act, without appeal, if so authorized or instructed by the ENGINEER. Any compensation claimed by the CONTRACTOR as a result of emergency work, shall be determined by agreement or in accordance with Article 2.2.33.

2.6.7 CLEANING UP

The CONTRACTOR shall remove, at their own expense, from the CITY's property and from all public and private property, all temporary structures, rubbish and waste materials resulting from their operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the CONTRACTOR by the CITY thereof where such disposal is in accordance with local ordinances and is approved by the ENGINEER.

ARTICLE 3.0

SPECIAL CONDITIONS

INDEX

CONTENTS

3.1	GOVERNING DOCUMENTS	2
3.2	DESCRIPTION OF WORK.....	2
3.3	GENERAL.....	2
3.4	TECHNICAL SPECIFICATIONS	2
3.5	CONTRACT DRAWINGS AND VICINITY MAPS	3
3.6	PERMITS.....	3
3.7	SALES TAX	3
3.8	PROJECT TIME, SCHEDULE AND SEQUENCE	3
3.9	WORKING HOURS.....	3
3.10	PROJECT COORDINATION.....	4
3.11	CONSTRUCTION SURVEY.....	4
3.12	PROJECT WARRANTY	4
3.13	PRE-CONSTRUCTION MEETING.....	5
3.14	PROJECT MANAGER	5
3.15	JOB FOREMAN	5
3.16	MATERIALS, MANUFACTURER’S CERTIFICATES & RECOMMENDATIONS.....	5
3.17	LOAD RESTRICTIONS.....	6
3.18	CONSTRUCTION WATER.....	6
3.19	SANITATION FACILITIES.....	6
3.20	REMOVALS.....	7
3.21	EXISTING CONDITIONS	7
3.22	SAMPLES AND TESTING	7
3.23	CONTRACTORS AND SUBCONTRACTORS.....	8
3.24	MINOR ITEMS OF CONSTRUCTION.....	8
3.25	CONSTRUCTION TRAFFIC CONTROL	8
3.26	CLEANING DURING CONSTRUCTION	9
3.27	FINAL CLEANUP.....	9
3.28	SAFETY AND ACCIDENT PREVENTION.....	9
3.29	MEASUREMENT AND PAYMENT.....	9
3.30	LOCATION OF WORK.....	12

3.1 GOVERNING DOCUMENTS

The governing documents for this Work are as follows:

- A. Contract Documents Articles 1.0 through 3.0
- B. The City of Evans, “Specifications for Street Design and Construction”, dated August 2019.
- C. Colorado Department of Transportation, “Standard Specifications for Road and Bridge Construction”, latest edition.

In the case of conflict, documents shall have the following priorities: (1) Contract Documents Article 3.0 – Special Conditions, (2) Contract Documents Article 2.0 – General Conditions, (3) Construction Drawings, (4) City of Evans “Specifications for Street Design and Construction”, August 2019, and (5) Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction”, latest edition.

For all traffic control situations the “Manual on Uniform Traffic Control Devices”, Current Edition, shall be used.

3.2 DESCRIPTION OF WORK

Work for the 23rd Avenue/34th Street Traffic Signal{PROJECT NAME} consists of Construct new traffic signal(s) utilizing the Construction Documents designed by Benesch 2024, at the intersection of 23rd Avenue & 34th Street/Anchor Drive along with any striping and needed pedestrian improvements at each leg or corner of the intersection, designated by the City’s Project Manager.

3.3 GENERAL

It is the intent of these Special Conditions to require a functionally complete project (or part thereof) to be constructed in accordance, and in conjunction with, all Contract Documents as defined within Article 1.0 – Contracting Procedures and Article 2.0 – General Conditions. Any work, materials, or equipment that may be reasonably inferred, as being required to produce the intended result will be provided whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Use of these Special Conditions in conjunction with related Contract Documents to establish the total requirements of the project. The CONTRACTOR shall obtain all required documents and have them available during the execution of work. Exceptions, additions and/or modifications to the referenced documents are noted as follows:

3.4 TECHNICAL SPECIFICATIONS

The technical specifications for the work are as referenced from the City of Evans “Specifications for Street Design and Construction”, August 2019. The CONTRACTOR shall obtain this document and have it available during the execution of the work. Exceptions and/or

modifications to the referenced document will be noted.

3.5 CONTRACT DRAWINGS AND VICINITY MAPS

The contract drawings for this project include vicinity maps for each location where work will be performed to complete the project.

3.6 PERMITS

Permits necessary for the prosecution of the work will ~~not~~ be required for City projects, however, the CITY will waive the [filing fee](#). CONTRACTOR must be a licensed contractor and have a City of Evans business license to work in the public right-of-way. All State of Colorado permits that may be required, depending on the project work being performed, are the responsibility of the CONTRACTOR. The Department of Public Works shall be notified before the planned construction is to commence and also before starting up after construction is delayed for any reason.

3.7 SALES TAX

Sales Tax shall not be paid for materials purchased for use on this project.

3.8 PROJECT TIME, SCHEDULE AND SEQUENCE

It is the intent of the CITY to award this project as soon as possible after receiving bids. The CONTRACTOR shall commence and complete work in accordance with the Agreement within Article 1.0 – Contracting Procedures.

At the pre-construction conference the CONTRACTOR shall submit and update a construction schedule which clearly outlines the work sequence. This schedule will be reviewed by the CITY, and when requested, the CONTRACTOR shall revise their work sequence to better suit job conditions. The CONTRACTOR shall comply with the requirements of Section 4 of the City of Evans “Specification for Street Design and Construction”.

It is the CONTRACTOR’s responsibility to complete this project within the prescribed time as stated in Article 1.0 – Contracting Procedures. A daily charge will be made against the Contractor for each calendar day that any work shall remain uncompleted after elapse of contract time. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered as a penalty but as liquidated damages. The liquidated damages for this project will be as stated in Article 2.0 - General Conditions, Section 2.2.35.

3.9 WORKING HOURS

The CONTRACTOR shall restrict working hours to between 7:00 A.M. and 7:00 P.M. on normal City of Evans business days unless otherwise approved by the City of Evans Project Manager. No work shall be performed on arterial or collector streets before 8:30 a.m. or after 3:30 p.m., unless otherwise approved by the City of Evans Project Manager. There shall be no work allowed on Saturdays, Sundays or Holidays unless approved, in writing, by the City Project Manager.

Costs incurred by the City to inspect work performed outside of these hours will be deducted from progress payments to the Contractor.

3.10 PROJECT COORDINATION

The CONTRACTOR is responsible for contacting and coordinating with all project affected stakeholders. These affected stakeholders may include but are not limited to:

- A. Property Owners
- B. Utility Companies (listing of possible companies can be obtained from the City)
- C. Evans Police Department
- D. Evans Fire Protection District
- E. Weld County Sheriffs Department
- F. Weld County Ambulance
- G. Greeley-Evans School District 6
- H. Waste Management

The CONTRACTOR shall contact all appropriate utility companies to notify them of construction, to verify location of utilities in the construction area, and to coordinate utility company relocation, adjustment or installation work with the CONTRACTOR. The locations of utilities shown on the drawings are approximate. It is the responsibilities of the CONTRACTOR to field verify locations of utilities prior to initiating construction and to comply with the requirements of Section 4.03, Paragraphs J & K of the City of Evans "Specifications for Street Design and Construction". The City of Evans will not be responsible for any construction down time due to failure on the Contractors part to notify utility companies.

In addition, any street closures must be properly coordinated with any and all the affected stakeholders listed above. Proper traffic control measures per an approved Traffic Control Plan will be implemented – All anticipated closure times shall be approved by the CITY. The CONTRACTOR is required to post on all properties adjacent to construction a notification pamphlet forty-eight (48) hours prior to commencement of work. The pamphlets shall only be delivered between the hours of 8:00 a.m. and 5:00 p.m. When delivering the pamphlets the Contractor shall make an effort to make personal contact with the resident or business to advise them what will be taking place on their street. If there is a delay due to weather, equipment and/or other causes, the Contractor shall post on all properties a re-notification pamphlet twenty-four (24) hours prior to commencement of work.

3.11 CONSTRUCTION SURVEY

The CONTRACTOR shall provide the construction survey staking for the project in accordance with Section 4.03, Paragraph G of the "Specifications for Street Design and Construction". Construction survey and staking is considered incidental to the work, and no separate payment shall be made.

3.12 PROJECT WARRANTY

The CONTRACTOR shall provide a two (2) year warranty for all construction beginning on the

date of initial acceptance. All work that fails or deteriorates during the first or second year shall be replaced under this warranty. There will be no additional cost to the CITY for material, equipment, labor and/or traffic control for warranty work. Warranty work shall be completed in accordance with these contract specifications within thirty (30) days of written notification by the CITY.

3.13 PRE-CONSTRUCTION MEETING

The CONTRACTOR shall attend a pre-construction meeting after award of the contract. At the pre-construction meeting, the CONTRACTOR shall submit to the CITY:

- A. Pert or Gantt Chart of Construction Schedule
- B. Materials Supplier List
- C. Subcontractors List
- D. Concrete Mix Design
- E. Traffic Control Plan (approved by the City of Evans)
- F. Certificates of Insurance

3.14 PROJECT MANAGER

The Project Manager designated at the pre-construction meeting by the Contractor will be responsible for the handling of all requests for information or complaints concerning the contract. A local telephone number will be established two weeks prior to commencement of construction. The Project Manager will respond to all requests within four hours. A log of all requests shall be kept and shall include name, telephone number, address, nature of request and response to such.

3.15 JOB FOREMAN

The Job Foreman designated at the pre-construction meeting shall be on the work site during all construction. If the Foreman is unable to be on the job site, then a designee will be assigned with the authority to make all required decisions.

3.16 MATERIALS, MANUFACTURER'S CERTIFICATES & RECOMMENDATIONS

Shop Drawings, samples and product data are required, by these specifications, on the following items before confirmation of orders:

- A. Hot Bituminous Pavement Mix Design (if needed)
- B. Concrete Mix Design
- C. Aggregate Base Course – Class 6 (if needed)

Certifications by the manufacturer that the material or equipment conforms to all applicable requirements shall be submitted. These certifications shall reference the standard specifications with which compliance is required.

3.17 LOAD RESTRICTIONS

Truck load restrictions shall comply with Section 105.13, 105.14 and 105.15 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

The Contractor shall keep fully informed of and comply with all Federal, State and local laws, ordinances, and regulations and all orders and decrees of bodies of tribunal having any jurisdiction or authority, which may affect the conduct of the work.

The Contractor will supply the City Project Manager with the axle load limits for the trucks he plans to use on this project.

3.18 CONSTRUCTION WATER

Construction water shall consist of providing a water supply sufficient for the needs of the project and the hauling and applying of all water required. The CONTRACTOR SHALL NOT use water from local residences for construction purposes or to provide water to laborers.

The CONTRACTOR is encouraged to use water obtained from the Evans Ditch whenever possible. Contact the City of Evans Public Works Department to arrange for use of Evans Ditch water. Evans Ditch water may not be available at the time of construction.

The CONTRACTOR shall make arrangements for and provide all necessary water for his/her construction operation and domestic use at his/her own expense. The CONTRACTOR shall secure permission from the water utility and notify the ENGINEER and Fire Department/District before obtaining water from fire hydrants.

If the CONTRACTOR purchases water from a water utility at a fire hydrant on or near the project, all arrangements shall be made at his/her own expense and payment made direct to the water utility as agreed upon. The CONTRACTOR shall follow all rules and regulations of the respective district. Use only special hydrant-operating wrenches to open hydrants. Make certain that the hydrant valve is open "full" since cracking the valve causes damaged to the hydrant. If any hydrants are damaged, the CONTRACTOR will be held responsible and shall immediately notify the appropriate agencies so that all damages can be repaired as quickly as possible. Fire hydrants shall be completely accessible to the Fire Department/District at all times.

Construction Water for City projects will be made available from a hydrant or hydrant(s) local to the Site at no cost to the Contractor. However, the Contractor shall use a City-provided water meter for which a **\$1,200.00 deposit** will be required. Deposit and meter application shall be made at the Evans Community Center (City Hall) and the deposit will be returned to the Contractor when the meter is turned in at the end of Project.

3.19 SANITATION FACILITIES

The CONTRACTOR shall meet all applicable requirements of OSHA, state and other governing agencies pertaining to sanitary facilities for workers. The CONTRACTOR shall provide chemical toilets of a suitable type and number and shall maintain the facilities in a sanitary condition at all times. The chemical toilets shall be of water-tight construction so that no contamination of the area can result from their use. Upon completion of the work, the sanitary facilities shall be removed and the area restored to its original condition.

3.20 REMOVALS

The CONTRACTOR shall be responsible for locating sites and making arrangements for disposal of all materials removed from the sites. The CONTRACTOR's handling and disposition of excavation material shall be to a disposal site designated and/or approved by the ENGINEER. This includes concrete, asphalt, unsuitable or unstable subgrade material, and any other trash, rubbish or debris generated as a result of the construction. No trash, rubbish, or debris shall be allowed on the lawns of local residences by the CONTRACTOR's work force. No separate payment will be made for disposal of excavation material generated. This disposal shall be considered incidental to the construction and all costs thereof shall be included in various unit CONTRACT prices.

3.21 EXISTING CONDITIONS

Prior to starting work on the project, the CONTRACTOR shall walk the project in the areas scheduled for work with the ENGINEER to determine the condition of fences, curbs, walls, drives, asphalt, lawns, sprinklers, and any other existing improvements (collectively surface improvements) that are to remain on both public and private property. The ENGINEER may record the existing condition of features using a video camera.

If in the opinion of the ENGINEER, there is sufficient operating space to perform the work in a reasonable manner without removing or destroying existing improvements, the CONTRACTOR shall perform the work without removing or destroying such improvements. In no event shall the CONTRACTOR remove trees, shrubs, vines, or other items without the prior approval of the ENGINEER. Intersections and driveways shall be closed for a minimum amount of time. The CONTRACTOR shall coordinate driveway closures with property owners with final approval by the City Project Manager.

The CONTRACTOR shall make every effort to prevent or limit damage to surface improvements. The CONTRACTOR is responsible for protecting or restoring all such surface facilities to their original or improved condition. Any existing improvements damaged by the CONTRACTOR shall be replaced by the CONTRACTOR at his/her own expense.

All materials shall be installed and/or applied, in kind, in accordance with applicable specifications.

3.22 SAMPLES AND TESTING

All sampling and testing required by these specifications will be completed by an independent testing laboratory, hired by the CONTRACTOR and approved by the Owner. Tests are to be performed at the discretion of the ENGINEER for this project. Items to be tested are as shown:

- A. Concrete Sampling & Testing for Sidewalks, Bike Paths – (slump, air content, temperature, compressive strength, gradation)
- B. Concrete Sampling & Testing for Curb and Gutter – (slump, air content, temperature, compressive strength, gradation)
- C. Concrete Sampling & Testing for Structure Concrete – (slump, air content, temperature, compressive strength, gradation)

For all testing frequencies and/or minimum sampling values see Appendix B sheet vi of the "Specifications for Street Design and Construction", dated August 2019.

3.23 CONTRACTORS AND SUBCONTRACTORS

All subcontractors are subject to approval by the CITY.

3.24 MINOR ITEMS OF CONSTRUCTION

Minor items of construction which do not have a bid item provided will not be paid for separately. The costs of these items shall be subsidiary with other unit prices shown on the bid schedule.

3.25 CONSTRUCTION TRAFFIC CONTROL

The CONTRACTOR shall submit a Traffic Control Plan and comply with the requirements of Section 4.03, Paragraph F of the "Specifications for Street Design and Construction". The CONTRACTOR shall not perform any construction work in the public right-of-way prior to receiving approval of the Traffic Control Plan from the CITY.

The approval of the Traffic Control Plan does not relieve the CONTRACTOR from responsibility to change or adjust traffic control devices if traffic or other conditions warrant. Any conditions or changes in project methods shall be submitted to the City Project Manager for review prior to making changes in the field.

The CONTRACTOR shall give proper advance notice to the CITY for approval. The portions applicable to city streets may be closed for short periods of time. The CONTRACTOR shall schedule work to minimize closures and must provide for local access. All anticipated closure times shall be approved by the CITY.

The CONTRACTOR shall appoint a Traffic Control Supervisor to this project. The Traffic Control Supervisor shall be certified as a Work Site Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA).

All excavations or construction work that will be left open or exposed over night shall be protected with night time barricades and signing. The entire open excavation shall be properly fenced to protect both vehicular and pedestrian traffic.

All flaggers shall be properly trained according to State and Federal guidelines. A copy of each flaggers certification card will be submitted to the City Project Manager 48 hours to commencement of project.

The CONTRACTOR shall inspect all devices and operations a minimum of every 2 hours and repair and replace damaged or missing devices immediately during work hours. Work sites shall be inspected a minimum of every 24 hours during weekends or during periods when the Contractor is not actually performing work.

All work areas including, but not limited to, open cuts, trenches, ditches, manholes, and/or other hazards shall be completely surrounded by approved fencing and other appropriate controls to protect pedestrians and persons using bicycles, wheelchairs, and other vehicles. Temporary walkways must be provided and included on traffic control plans.

The CONTRACTOR agrees to hold harmless the City staff regarding accidents or claims

involving construction work and/or construction traffic control.

3.26 CLEANING DURING CONSTRUCTION

During execution of work, the CONTRACTOR shall clean the sites, adjacent properties, and public access roadways on a daily basis at a minimum or as directed by the ENGINEER and shall dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.

The CONTRACTOR shall wet down dry materials and rubbish to lay dust and prevent blowing dust.

The CONTRACTOR shall provide containers for collection and disposal of waste materials, debris, and rubbish.

The CONTRACTOR shall cover or wet loads of excavated material leaving the site to prevent blowing dust. The CONTRACTOR shall also clean the public access roadways to the site of any material falling from the haul trucks.

3.27 FINAL CLEANUP

At the completion of the work and immediately prior to an initial inspection, the CONTRACTOR shall remove from the Construction Site all temporary structures and all materials, equipment, and appurtenances not required as part of, or appurtenant to, the completed work. The CONTRACTOR shall notify the CITY when final cleanup is ready for inspection.

The CONTRACTOR shall repair, patch, and touch-up marred surfaces to specified finish to match adjacent surfaces.

The CONTRACTOR shall broom clean paved surfaces and rake clean other surfaces of ground as necessary and as directed by the ENGINEER.

3.28 SAFETY AND ACCIDENT PREVENTION

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect from all hazards to life and shall comply with all health, safety and fire protection regulations and requirements.

3.29 MEASUREMENT AND PAYMENT

All materials will be measured and paid for in accordance to the Specifications. All material shall arrive at the job site with load or batch tickets indicating time loaded or batched, material type, material quantity, and date. A copy of the tickets shall be given to the ENGINEER the day the material arrives on site. Material delivered and placed without a load ticket will not be paid. The CITY will not pay for any material if the load ticket indicates that the vehicle and its load exceeded the legal weight limit for the vehicle type.

All work performed and all materials furnished shall conform to the requirements, including tolerances, provided herein. Materials not in conformance with these specifications, but allowed to remain in place by the ENGINEER may be subject to applicable price reductions as specified in Section 105.03 of the Colorado State Department of Transportation "Standard Specifications for Road and Bridge Construction", current edition.

The CONTRACTOR is responsible for providing a product that is in conformance with the specification provided herein. Suitability of the finished product will be determined by the ENGINEER. A finished product that is not found suitable by the ENGINEER, may be subject to:

- A. Disapproval and subsequent removal and replacement of the material/product at the CONTRACTOR's expense.
- B. A reduction in pay as outlined with formulas in the Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction", current edition. The Colorado Department of Transportation Standard Specifications is strictly used for determining the actual reduction of pay for unsuitable material/product and is not used to determine suitability of a final product. The ENGINEER will determine suitability.
- C. The ENGINEER allows questionable product/material to remain in place with the CONTRACTOR providing some type of remedial action to make the product/material suitable. Type of remedial action to be determined by ENGINEER and paid for by CONTRACTOR.
- D. The addition of an extended warranty for questionable materials/products to allow further review to determine suitability and any further action by CONTRACTOR at the end of the warranty period.

The measurement and payment for this project shall be as written specifically for this project and included in this Article of the Contract Document.

The work performed under this Agreement shall be paid for on a unit price basis at the rate for the respective items on the Bid Schedule. The quantities provided on the Bid Schedule are only estimates of the actual quantities of the work to be performed, and are only included for purposes of making the award. The CITY reserves the right to alter and/or eliminate any item of work. Modifications, if any, will be made by Change Order.

Unless otherwise provided for specifically in this section, all lump sum bid items will be paid for upon completion of all work associated with the lump sum bid item.

Payment shall be made only for those items included in the PROPOSAL. All other costs incurred shall comply with the provisions of these Specifications and shall be included in the unit price bid for the associated items in the PROPOSAL. Except as may be otherwise stipulated, no material, labor, or equipment will be furnished by the CITY. The quantity of work which will be considered for payment is the actual number of units completed in accordance with all relative specifications.

1. Measurements:
 - a. No measurement for payment shall be made for any of the work, materials and equipment required for mobilization. A lump sum payment will be made.

- b. The quantities of work to be paid will be measured as identified within Article 1.0 – Bid Schedule to perform work, including but not limited to, the furnishing and installation of all components and accessories, in accordance with the Contract Documents. No payment for items outside of the dimensions shown on the Drawings or field markings, unless directed and approved by the ENGINEER, will be included in the amount computed for payment.
- c. No separate measurement shall be made for fittings and accessories necessary to install bid item.
- d. No measurement for payment shall be made for removal or replacement of materials and/or existing features damaged by the CONTRACTOR in his operation.

2. Payments:

- a. Mobilization & demobilization lump sum bid prices shall include all the CONTRACTOR's cost whatsoever the nature required for mobilization of personnel, equipment, construction trailers, or supplies at the project site in preparation for work on the project, and demobilization, location and protection of utilities. This item shall also include the establishment of all necessary facilities, on-site restrooms, and all other costs incurred or labor and operations that must be performed prior to beginning the other items under Contract. Also, to be included shall be all costs whatsoever to obtain any and all required permits, taxes, licenses, fees, and bonds necessary as required by the CITY, water and sanitary districts, and other municipal governments to perform the Work. This item may also include the cost of required bonds, insurance, preparation of the Project schedule and required shop drawings, and clean-up of the site.
- b. Mobilization & demobilization payment will be made as the work progresses. Fifty percent (50%) of the lump sum bid price will be paid at the time of the first monthly progress payment. An additional thirty percent (30%) will be paid when one-half the original contract is earned separately on each of the bid schedules. The remaining twenty percent (20%) will be paid upon final acceptance of the project.
- c. Payment for the Bid Item other than mobilization & demobilization shall include full compensation for, but is not limited to, all materials, labor, supplies, transportation, disposal, equipment required to complete the work in accordance with the Contract Documents.
- d. No separate payment shall be made for fittings and accessories necessary to install bid item.
- e. CONTRACTOR will not be reimbursed for the retesting of any materials that fail, or due to inclement weather, or for any other reason. All samples required for testing will be provided by the CONTRACTOR and at no cost to the OWNER.
- f. Excess excavation shall be disposed of off-site and shall not be paid for separately.
- g. All samples required for testing will be provided by the CONTRACTOR and at no cost to the OWNER.

3.30 LOCATION OF WORK

It is the intent of the attached vicinity maps to give the general location of the work to be performed under this contract. The final designation of locations will be verified after the contract has been awarded. The City reserves the right to alter quantities (both increase and decrease) from those shown on the plan and bidder's documents. Such alterations or quantities will not change the unit price of the accepted contract, except that if quantities are increased or decreased by more than twenty-five percent (25%) of the total contract, then a mutually agreeable adjustment may be made.

ARTICLE 4.0

MEASUREMENT & PAYMENT

INDEX

CONTENTS

4.1 DESCRIPTION..... 2

 4.1.1 BID PRICE..... 2

 4.1.2 ESTIMATED QUANTITIES..... 2

 4.1.3 PAYMENT..... 2

 4.1.4 PAY QUANTITIES..... 3

4.2 GENERAL..... 4

 4.2.1 MOBILIZATION..... 4

 4.2.2 SANITARY FACILITY..... 4

 4.2.3 EROSION AND SEDIMENT CONTROL..... 4

 4.2.4 SEEDING AND MULCHING..... 5

 4.2.5 LANDSCAPE RESTORATION..... 5

 4.2.6 POTHOLING..... 5

 4.2.7 CONSTRUCTION SURVEYING..... 6

 4.2.8 TRAFFIC CONTROL..... 6

4.3 ROADWAY SECTION..... 9

 4.3.1 REMOVALS..... 9

 4.3.2 SIDEWALK AND CURB & GUTTER..... 9

 4.3.3 SIGNING AND PAVEMENT MARKING..... 9

4.4 SIGNALS SECTION..... 11

(HIGHLIGHTED ITEMS PURCHASED BY THE CITY AND INSTALL ONLY)..... 11

 4.4.1 TRAFFIC SIGNAL POLES..... 11

 4.4.2 CONDUIT AND ELECTRICAL COMPONENTS..... 12

 4.4.3 TRAFFIC SIGNAL EQUIPMENT..... 13

 4.4.4 TRAFFIC SIGNAL CONTROLLER CABINET..... 13

4.1 DESCRIPTION

This Section covers methods of measurements and payment for items of Work.

Owner will not pay for defective work and will not pay for repair or additional work required to bring the projects to a point of acceptance.

4.1.1 BID PRICE

The Total Bid Price covers all Work required by the Contract Documents.

All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid for the various items of Work.

Unit prices shall include all costs in connection with the proper successful completion of the Work, including furnishing all materials, equipment and tools; and performing all labor and supervision to fully complete the Work.

Unit prices shall govern over extensions of sums.

Unit prices shall not be subject to renegotiation.

4.1.2 ESTIMATED QUANTITIES

All quantities stipulated in the Bid Form at unit prices are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the bids submitted for the Work. The basis of Payment will be the actual quantity of material furnished and Work done.

Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amount of Work actually performed and materials actually furnished and the estimated amount.

Owner reserves the right to decrease, increase, or delete units of work.

4.1.3 PAYMENT

Partial payment under the Contract shall be made at the request of the CONTRACTOR once each month, based upon partial estimates to be furnished by the CONTRACTOR and approved by the ENGINEER or inspector. In making such partial payment, there shall be retained five percent (5%) of the estimated amounts until final completion and acceptance of all work covered by the Contract.

In preparing estimates for partial payments, the material delivered on the site and preparatory work done may be taken into consideration.

Payments for work under subcontracts of the CONTRACTOR shall be subject to the above conditions applying to the contract after the work under a subcontract has been fifty percent (50%) completed. In preparing estimates for partial payments, the material delivered on the site and preparatory work done may be taken into consideration.

Should the CONTRACTOR fail to proceed properly and in accordance with the Guarantee, the

CITY may have such work performed at the expense of the CONTRACTOR.

4.1.4 PAY QUANTITIES

The CONTRACTOR shall be paid on a unit price basis as indicated by the proposal for the actual quantities installed unless otherwise stated in the bid item.

4.2 GENERAL

4.2.1 MOBILIZATION

No measurement for Payment will be made for any of the work, materials, and equipment required for mobilization and demobilization. The lump sum bid price shall include all of the CONTRACTOR's costs of whatsoever nature including site management and full-time supervision, labor, material, and any incidental work and equipment necessary for mobilization and demobilization of personnel, equipment and supplies at the project site.

This item includes installation of temporary fencing around project work areas, and any other fencing/security items as deemed necessary by the CONTRACTOR. This item shall also include the establishment of other necessary facilities not specifically defined as a separate pay item, and all other costs incurred of labor and operations which must be performed prior to beginning the other items under this Contract. This item also includes obtaining permits and CONTRACTOR testing. This item may also include provision of required bonds, insurance and preparation of the project schedule. The removal of the CONTRACTOR's equipment, supplies, excess materials, and cleanup of the site are also included in this item.

Payment will be made as the work progresses in accordance with bid documents.

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization	L S

4.2.2 SANITARY FACILITY

Payment will be full compensation for Sanitary Facility, including maintenance and all appurtenant items specified in the Contract. Restoration of the field facility areas will not be paid for separately but shall be included in the cost of the item.

Payment will be made based on the actual quantity installed.

<u>Pay Item</u>	<u>Pay Unit</u>
Sanitary Facility	Each

4.2.3 EROSION AND SEDIMENT CONTROL

Aggregate bags will be measured by the actual number of linear feet that are installed and accepted. Measured length will not include required overlap.

Prefabricated concrete washout structures will be measured by the actual number of structures delivered to the site. It shall not include structures moved on-site. Payment for concrete washout structure, whether constructed or prefabricated, will be full compensation for all work and materials required to install, maintain, and remove the item. Maintenance and relocation, as required, of these structures throughout the duration of the project will not be measured and paid for separately but shall be included in the work.

Removal of trash that is not generated by construction activities will be measured by the actual number of hours that Contractor workers actively remove trash from the project. Each week the Contractor shall submit to the Engineer a list of workers and the hours spent collecting such trash.

Sweeping, when used as a control measure as shown in the Contract, will be measured by the number of hours that a pickup broom or equipment capable of collecting sediment, authorized by the Engineer, is used to remove sediment from the roadway or other paved surfaces. Each week

the Contractor shall submit to the Engineer a statement detailing the type of sweeping equipment used and the number of hours it was used to pick up sediment. The operator will not be measured and paid for separately but shall be included in the work.

Payment will be made for control measures replaced as approved by the Engineer. Temporary erosion and sediment control measures required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Engineer or for the Contractor's convenience, shall be performed at the Contractor's expense. If the Contractor fails to complete construction within the contract time, payment will not be made for pay items for the period of time after expiration of the contract time. These items shall be provided at the Contractor's expense.

Payment will be made as the work progresses.

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Bag	LF
Pre-fabricated Concrete Washout Structure (Type 1)	Each
Sweeping (Sediment Removal)	Hour
Removal of Trash	Hour

4.2.4 SEEDING AND MULCHING

The measurement for payment for each pay item will be on a unit price basis. The unit price includes but is not limited to furnishing and placement of materials and labor required to construct the pay item complete and in place in accordance with the Drawings and Specifications.

The unit price shall be total compensation for all labor, equipment, materials, maintenance, and all incidentals necessary to seed and mulch and restore landscaped areas disturbed by the construction.

Payment will be made based on the actual quantity installed.

<u>Pay Item</u>	<u>Pay Unit</u>
Seeding (Native) Broadcast	Acre
Spray-On Mulch Blanket	Acre

4.2.5 LANDSCAPE RESTORATION

Landscape Restoration will not be measured but shall be paid for as a lump sum. Payment shall include removal, hauling, stockpiling, resetting, and restoration of landscape material such as rock mulch, including replacement of any damaged landscape materials. This item will also include restoration of the staging area located on the NW corner of the intersection. The restoration shall include removal of all construction materials including any erosion control measures so that the site is returned back to pre-construction conditions. Seeding will be paid for separately according to Section 4.2.4.

Payment will be made as the work progresses.

<u>Pay Item</u>	<u>Pay Unit</u>
Landscape Restoration	L S

4.2.6 POTHOLING

Potholing will be measured by the total number of hours that excavation and backfilling

equipment is actually used as directed. All other related work, including removal of existing pavement, backfilling, shoring, and labor will not be measured and paid for separately, but shall be included in the work.

Payment will be made as the work progresses.

Pay Item	Pay Unit
Potholing	EA

4.2.7 CONSTRUCTION SURVEYING

No unit measurement shall be made for this item. Work includes providing all equipment, labor, and materials required to provide surveying for construction of all work items for the project including: Staking of horizontal and vertical alignments; overlot grading; subgrade elevations; off-sets; temporary control points; re-establishment of land monuments; and, all appurtenance features of the work.

The lump sum price shall include all of the Contactor’s costs of whatsoever nature to perform the field engineering and surveying and any other miscellaneous items and work shown or reasonably implied on the Drawings and in the Specifications for this work, and elsewhere in the Contract Documents.

Payment will be made based on the percentage of all work completed at the time of each Progress Payment.

Pay Item	Pay Unit
Construction Surveying	LS

4.2.8 TRAFFIC CONTROL

Quantities to be measured for construction traffic control devices shall be the number of units of the various sizes and descriptions listed below.

SIZING FOR CONSTRUCTION TRAFFIC SIGNS	
Panel Size A	Up to 9 Square Feet including Type 1 and Type 2 Barricades
Panel Size B	Over 9 to 16 Square Feet
Panel Size C	Over 16 Square Feet
Special	As shown on the plans

The total number of traffic control devices of each type on the schedule and approved subsequent modified schedules shall be the maximum number approved for payment. Traffic channelizing devices consisting of vertical panels, traffic cones, or drums will be measured by the unit.

Barricades will be measured by the number used. Barricade warning lights shall be furnished as a part of this item when required by the Traffic Control Plan (TCP). Advance Warning Flashing or Sequencing Arrow Panels will be measured by the unit according to size.

Portable message sign panels will be measured by the maximum number of approved units in use on the project at any one time.

The quantity to be measured for Traffic Control Management will be the number of authorized 24-hour days of active TCM performed by the TCS/TCS Trainee (Flagger) pair or another representative certified as a work site traffic control supervisor. Payment will be made for one day of Traffic Control Management regardless of the number of TCSs required to adequately control the work. An authorized 24-hour day of TCM is each calendar day active traffic control occurs per an approved MHT. This includes activities such as flagging operations, pilot car operations, and setting up or removal of construction zones, shoulder closures, lane closures or detours.

Traffic control devices that are left in place during non-working hours, including configurations such as lane closures, temporary channelization or detours, are not considered active traffic control.

The quantity to be measured for Traffic Control Inspection will be the number of authorized 24-hour days of traffic control inspection (TCI) performed by the TCS/TCS Trainee (Flagger) pair or another representative certified as a worksite traffic control supervisor. An authorized 24-hour day of TCI is each calendar day that traffic control devices, as shown in the MHT are in use, masked, or turned away from traffic on the project, and the only traffic control activity is the inspection of traffic control devices.

Cleaning and maintaining of traffic control devices are not considered traffic control activities subsidiary to the TCM, TCI, or flagging pay items. Cleaning and maintaining devices are included in the Basis of Payment section.

Payment will be made for either Traffic Control Management or Traffic Control Inspection for each calendar day as defined above in 630.18. Payment will not be made for both pay items for the same calendar day.

Work on a night shift that begins before midnight and ends after midnight will be measured by the calendar day that the shift ends.

Uniformed Traffic Control will be measured by the total number of hours that are required for uniformed traffic control including minimum shift hours required by the agency. Hours of Uniformed Traffic Control that are not authorized or approved will not be paid for. Scheduling of traffic control will not be measured and paid for separately but shall be included in the work.

Payment for the individual traffic control devices necessary to complete the work shall be full compensation for furnishing, erecting, cleaning, maintaining, resetting, repairing, replacing, moving, removing, and disposing of the construction traffic control devices. All construction traffic control devices that are not permanently incorporated into the project will remain the property of the Contractor.

Construction traffic control devices, as determined by the project Traffic Control Plan (TCP), will be paid for as follows: 50 percent of the accepted amount upon first utilization, an additional 40 percent of the accepted amount when 75 percent of the original contract amount has been earned, and the final 10 percent when the project has been completed, exclusive of any maintenance periods. The percent of original contract amount earned will be determined by comparing the amount earned for bid items, other than traffic control devices and mobilization, with the original contract amount minus the amounts bid for traffic control devices and mobilization.

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

The Contractor may provide larger construction traffic signs than those shown on the plans, if approved; however, payment will be made for the panel size designated.

<u>Pay Item</u>	<u>Pay Unit</u>
Uniformed Traffic Control	Hour
Traffic Control Inspection	Day
Traffic Control Management	Day
Construction Traffic Sign (Panel Size A)	Each
Portable Message Sign Panel	Each
Advance Warning Flashing or Sequencing Arrow Panel (C Type)	Each
Drum Channelizing Device	Each
Portable Message Sign Panel (City Furnished)	Each
Traffic Cone	Each

4.3 ROADWAY SECTION

4.3.1 REMOVALS

When the Contract provides payment for the removal of specific items on a unit basis, measurement will be by the unit. The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. Payment shall be full compensation for sawing, removing, disposal, excavation and subsequent backfill, and salvage of materials removed, their custody, preservation, storage, and disposal as provided.

Removal of pavement marking will be measured in square feet, completed and accepted.

Payment for Removal of Light Standard shall include salvage of the light standard and luminaire to the Xcel Energy or City of Evans location as directed by the Engineer, and removal of the light standard foundation to a minimum 2 feet below grade.

<u>Pay Item</u>	<u>Pay Unit</u>
Removal of Pavement Marking	SF
Removal of Curb and Gutter	LF
Removal of Sidewalk	SY
Removal of Light Standard	Each
Removal of Ground Sign	Each
Removal of Sign Panel	Each

4.3.2 SIDEWALK AND CURB & GUTTER

Concrete sidewalks will be measured by the square yard of finished surface. All work necessary and incidental to the construction of sidewalks will not be measured and paid for separately but shall be included in the work.

Curb and gutter will be measured along the face of the curb.

Payment will be made based on the actual quantity installed.

<u>Pay Item</u>	<u>Pay</u>
<u>Unit</u>	
Concrete Sidewalk	SY
Curb and Gutter Type 2 (Section II-B)	LF

4.3.3 SIGNING AND PAVEMENT MARKING

The measurement for payment for each pay item will be on a unit price basis. The unit price includes but is not limited to furnishing and placement of materials and labor required to construct the pay item complete and in place in accordance with the Drawings and Specifications.

Ground signs will be measured as follows: Signposts by the length in linear feet of the various types used, Class I sign panels by the square feet of facing, and Special sign panels by the actual number of units. Sign post anchors will not be paid for separately but shall be included in the cost of the sign post. For signs other than rectangular or triangular shape, the area in square feet will be computed from dimensions of the smallest rectangular shape that a panel can be fabricated. Sign panels shall include all mounting hardware and backing angles required.

Modified epoxy pavement marking pavement marking will be measured by the total number of

gallons of components A and B used including glass beads. Material used in excess of coverage limit prescribed will not be measured. Cleaning with high-pressure water blast or air blast shall be included in the cost of the work.

Payment will be made based on the actual quantity installed.

<u>Pay Item</u>	<u>Pay Unit</u>
Sign Panel (Class I)	SF
Sign Panel (Special)	Each
Steel Signpost (1.75x1.75 Inch Tubing)	LF
Modified Epoxy Pavement Marking	GAL

4.4 SIGNALS SECTION

(HIGHLIGHTED ITEMS PURCHASED BY THE CITY AND INSTALL ONLY)

4.4.1 TRAFFIC SIGNAL POLES

Drilled shafts will be measured by the linear foot from the elevation shown on the plans to the bottom of the hole as drilled. Each approved splice of the reinforcing cage for additional length of shaft will be measured as 1/2 linear foot of additional length of drilled shaft.

The unit price of drilled shafts shall be full compensation for making all excavations; hauling and disposal of excavated material; provision and disposal of slurry, performing all necessary pumping; furnishing and placing required concrete and reinforcement steel, including the reinforcement projecting above the tops of the drilled shafts necessary for splicing and any intermediate reinforcement splices; furnishing and placing of CSL tubes; all backfilling; furnishing, placing, and removing temporary casings; furnishing permanent casing if required to complete the work; and for furnishing all tools, labor, equipment, and incidentals necessary to complete the work. Costs associated with repairing defects found in the drilled shaft shall be included in the cost of the drilled shaft. Additional compensation will not be paid for the portions of a drilled shaft that are extended due to the Contractor's method of operation, as determined by the Engineer.

Payment for traffic signal poles shall include installation of poles, mast arms and all necessary hardware required to complete the item in place. Pickup of the furnished poles and mast arms from the City of Evans location and delivery to the project site will not be paid for separately but shall be included in the work.

(updated after Pre-Bid Meeting)

Scheduling the traffic signals to be delivered from Illumination Systems Inc. with Casey Dunn, casey.dunn@illumsys.com, C: 303-493-1962. This should be scheduled for delivery around March 17, 2025. Offloading equipment is needed.

<u>Pay Item</u>	<u>Pay</u>
<u>Unit</u>	
Drilled Shaft (18 Inch)	LF
Drilled Shaft (36 Inch)	LF
Traffic Signal-Light Pole Steel (1-35 Ft Mast Arm)(40 Ft Height) (Install Only) Each	
Traffic Signal-Light Pole Steel (1-45 Ft Mast Arm)(40 Ft Height) (Install Only) Each	
Traffic Signal Pole Steel (1-40 Ft Mast Arm)(24 Ft Height) (Install Only) Each	
Traffic Signal Pole Steel (1-50 Ft Mast Arm)(24 Ft Height) (Install Only) Each	
Traffic Signal Pedestal Pole Steel (17 Foot) (Install Only) Each	
Offloading the Traffic Signal and Ped. Poles	LS

4.4.2 CONDUIT AND ELECTRICAL COMPONENTS

Conduit will be measured by the linear foot in place and shall include all expansion joints, Conduit bodies, and other hardware for a complete installation. When the Contractor, at their option, installs larger conduit than specified, it will be paid for at the original contract price for the size specified.

Pull or splice boxes will be measured by the number of boxes installed per the project plans.

Luminaires will be measured by the number of units installed and accepted. Pickup of the furnished items from the City of Evans location as directed by the Engineer and delivery to the project site will not be paid for separately but shall be included in the work.

Meter power pedestals will be measured by the number of pedestals installed and accepted by the local electrical utility. Pickup of the furnished pedestals from the City of Evans location will not be paid for separately but shall be included in the work.

All wiring necessary for the complete installation will be measured as a single lump sum. The lump sum price bid for wiring will be full compensation for all electrical circuitry necessary to complete the electrical installation. All conductors in conduit, regardless of type, are part of the wiring item and will not be measured and paid for separately.

The following items will not be measured and paid for separately, but shall be included in the work:

Soil testing for foundations.

Junction boxes, pull wire, weatherheads, adaptors, and expansion joints for conduit.

Additional pull or splice boxes installed at the Contractor's option.

Saw cutting; trenching; excavation; backfill; jacking; drilling pits; underground electrical warning tape; removal of pavement, sidewalks, gutters, and curbs and their replacement in kind to match existing grade; and all other work necessary to complete conduit installation.

Electrical conductor tagging.

Direct burial cable in conduit.

Testing of the lighting installation, including temporary power and all required cable connections.

Pay Item	Pay Unit
2 Inch Electrical Conduit	LF
2 Inch Electrical Conduit (Bored)	LF
3 Inch Electrical Conduit	LF
3 Inch Electrical Conduit (Bored)	LF
Type Two Pull Box	Each
Type Three Pull Box	Each
Type Four Pull Box	Each
Type Five Pull Box	Each
Wiring	L S
Luminaire (LED)(Special) (Install Only)	Each

Meter Power Pedestal (Install Only)
Each

4.4.3 TRAFFIC SIGNAL EQUIPMENT

The measurement for payment for each pay item will be on a unit price basis. The unit price includes but is not limited to furnishing and placement of materials and labor required to construct the pay item complete and in place in accordance with the Drawings and Specifications.

Payment for Pedestrian Push Button, Fire Preemption Unit and Microwave Vehicle Radar Detector shall include all wiring, mounting hardware, cabinet interface components, testing and configuration for a complete in-place functioning unit.

Payment will be made based on the actual quantity installed.

<u>Pay Item</u>	<u>Pay Unit</u>
Pedestrian Signal Face (16) (Countdown)	Each
Traffic Signal Face (12-12-12)	Each
Traffic Signal Face (12-12-12-12)	Each
Traffic Signal Face (12-12-12-12-12)	Each
Pedestrian Push Button	Each
Fire Preemption Unit	Each
Microwave Vehicle Radar Detector	Each

4.4.4 TRAFFIC SIGNAL CONTROLLER CABINET

Payment for traffic signal control cabinets shall include pickup of the cabinet and components from the City of Evans location as directed by the Engineer and delivery to the project site and installation. Cabinets shall include concrete foundation pads as required. Installation shall include the cabinet and all interior components to provide a complete and functional signal system.

Payment will be made based on the actual quantity installed.

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Signal Controller and Cabinet (Install Only)	Each

ARTICLE 5.0

MAPPING

INDEX

PROJECT SITE VICINITY MAPS.....1 Sheet

PROJECT SITE VICINITY MAPS

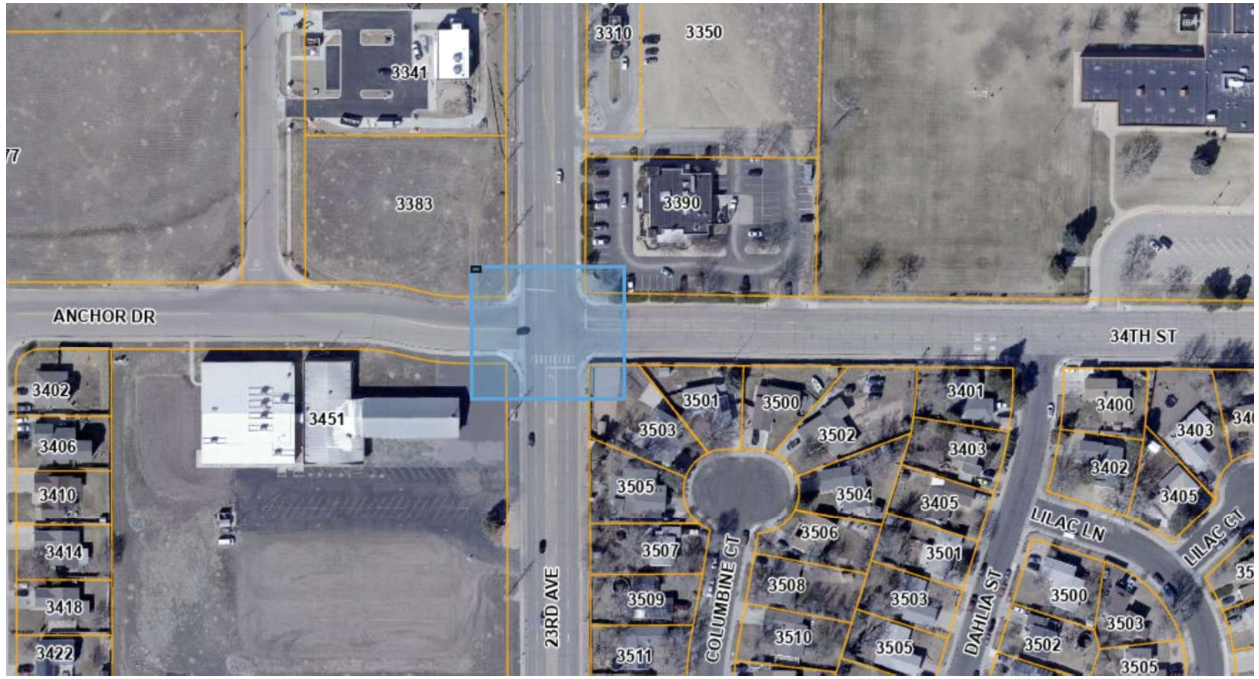


EXHIBIT A

23rd AVE TRAFFIC SIGNAL PLANS

CITY OF EVANS, COLORADO

CONSTRUCTION BID PLANS OF PROPOSED 23RD AVE AND 34TH ST SIGNAL WELD COUNTY

TABULATION OF LENGTH & DESIGN DATA	
STATION	LINEAR FEET
	ROADWAY MAJOR STR.
23RD AVE	400.00
34TH ST	400.00
TOTAL	800.00
SUMMARY OF PROJECT LENGTH	0.00 MILES
ROADWAY	800.00
MAJOR STRUCTURE	0.00
PROJECT GROSS LENGTH	800.00
	0.15

DESIGN DATA	23RD AVE
MINIMUM RADIUS OF CURVE	N/A
MAXIMUM GRADE	N/A
MINIMUM S.S.D. HORIZONTAL	N/A
MINIMUM S.S.D. VERTICAL	N/A
DESIGN SPEED (POSTED)	30 MPH
2022 TRAFFIC ADT	12,000
2045 TRAFFIC DHV	1,400
OFF PEAK TRUCK %	1.30%

UTILITY CONTACTS:

EVANS PROJECT MANAGER: APRIL TAMBURELLI, 970-381-0287
 ATMS: JERRY ADAMS, 970-304-2075, JERRY.ADAMS@ATMSENERGY.COM
 CENTURYLINK: GARY CRISPE, 303-995-1456, GARY.CRISPE@CENTURYLINK.COM
 VERO FIBER: MATTHEW BROUKER
 XCEL: AL ERMER, 970-395-1237, AL.ERMER@XCELENERGY.COM
 ZAYO: JAMES BLACK, 719-216-6508, JAMESR.BLACK@ZAYO.COM
 GREELEY WATER: BRANDON VALENCIANO@GREELEYCO.GOV
 EVANS SIGNALS: LEDN BLASCO, 970-475-1169, LBLASCO@VANS.COLORADO.GOV
 EVANS WATER: SHANNON JEWETT, 970-539-5951
 EVANS WASTEWATER: ROBBY PORSCH, 970-630-5302



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benesch
 Alfred Benesch & Company
 879 E. Tufts Ave., Suite 800
 Denver, Colorado 80237
 303.771.6868 Fax: 723.333.00

Sheet Revisions	
Date:	Comments

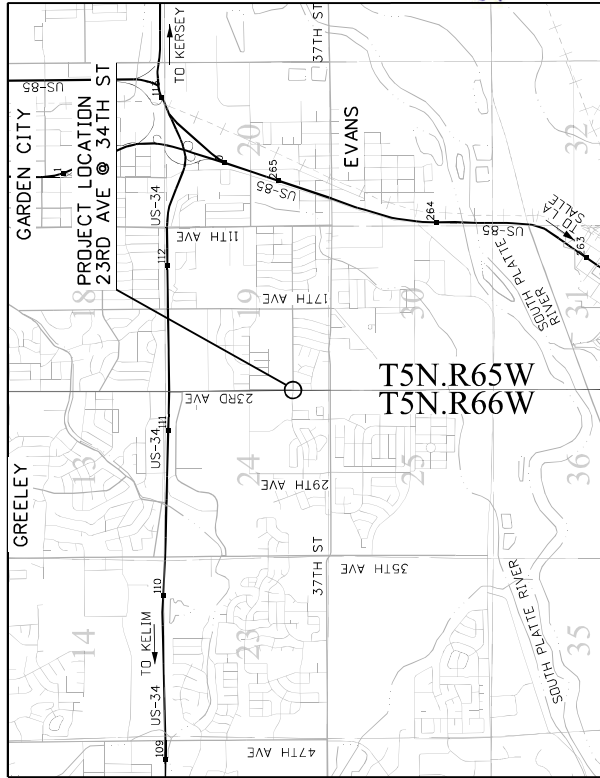
City of Evans, Colorado

 City of Evans
 1100 37th Street
 Evans, CO 80620
 Phone: 970-475-1170

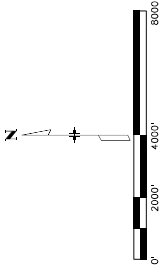
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No. Revisions:	
Revised:	
Void:	

Contract Information	
Contractor:	
Resident Engineer:	
Project Engineer:	
PROJECT STARTED:	
ACCEPTED:	
Comments:	

Project No./Code	
Project No.	
Code	
Sheet Number	1



PROJECT LOCATION MAP



100%
7/10/2024

INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	M&S STANDARDS LIST
3 - 5	GENERAL NOTES
6 - 7	SUMMARY OF APPROXIMATE QUANTITIES
8	TABULATIONS
9	PROJECT CONTROL DIAGRAM
10 - 12	UTILITY PLAN
13 - 14	EROSION CONTROL PLANS
15	TRAFFIC CONTROL PLAN
16 - 17	SIGNAL PLAN
18 - 19	SPECIAL SIGN LAYOUTS
20	STRIPING PLAN

ENGINEER'S CERTIFICATION:

"I HEREBY AFFIRM THAT THESE FINAL CONSTRUCTION PLANS FOR THE 23RD AVENUE SIGNAL WERE PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF EVANS CRITERIA AND THE MANUAL UNIFORM TRAFFIC CONTROL DEVICES."



MATTHEW EVAN SALEK
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF COLORADO NO. 38960

"ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CITY, STATE AND FEDERAL REGULATIONS. THE CITY ENGINEER'S ACCEPTANCE OF CONSTRUCTION AND PERMIT APPLICATION DOES NOT RELIEVE THE DESIGN ENGINEER'S RESPONSIBILITY FOR ERRORS, OMISSIONS, OR DESIGN DEFICIENCIES FOR WHICH THE CITY IS HELD HARMLESS."

APPROVED _____ DATE _____
 CITY ENGINEER

PLAN NUMBER	M. STANDARD TITLE	PAGE NUMBER	PLAN NUMBER	M. STANDARD TITLE	PAGE NUMBER	PLAN NUMBER	S. STANDARD TITLE	PAGE NUMBER
M-100-1	STANDARD SYMBOLS (3 SHEETS).....	1-3	M-606-1	MIDWEST GUARDRAIL SYSTEM TYPE 3 IN-BEAM 31 INCHES (19 SHEETS) (REVISED ON MARCH 5, 2020)	79-99	S-612-1	DELINEATOR INSTALLATIONS (6 SHEETS) (REVISED ON APRIL 30, 2024)	111-116
M-100-2	ACRONYMS AND ABBREVIATIONS (4 SHEETS).....	4-7	M-606-13	GUARDRAIL TYPE 7 F-SHAPE BARRIER (4 SHEETS).....	98-101	S-613-1	ROADWAY LIGHTING (6 SHEETS) (REVISED ON SEPTEMBER 30, 2020)	117-118
M-203-1	APPROACH ROADS.....	8	M-606-14	PRECAST TYPE 7 CONCRETE BARRIER (4 SHEETS).....	102-104	S-613-2	ALTERNATIVE ROADWAY LIGHTING (4 SHEETS) (NEW, ISSUED ON SEPTEMBER 30, 2020)	119-120
M-203-2	DITCH TYPES.....	9	M-606-15	GUARDRAIL TYPE 9 SINGLE SLOPE BARRIER (11 SHEETS) (REVISED ON FEBRUARY 17, 2023)	105-115	S-613-3	PULL BOX DETAIL (2 SHEETS) (NEW, ISSUED ON APRIL 4, 2024)	121-122
M-203-11	SUPERELEVATION CROWNED AND DIVIDED HIGHWAYS (3 SHEETS).....	10-12	M-607-1	WIRE FENCES AND GATES (3 SHEETS).....	116-118	S-613-4	TRAFFIC SIGNAL ONE-LINE DIAGRAMS (6 SHEETS) (NEW, ISSUED ON JUNE 15, 2023)	123-124
M-203-12	SUPERELEVATION STREETS (2 SHEETS).....	13-14	M-607-2	CHAIN LINK FENCE (3 SHEETS).....	119-121	S-614-1	GROUND SIGN PLACEMENT (2 SHEETS) (MARCH 1, 2024)	125-126
M-206-1	EXCAVATION AND BACKFILL FOR STRUCTURES (2 SHEETS).....	15-16	M-607-3	BARRIER FENCE.....	122	S-614-2	CLASS I SIGNS (REVISED ON MARCH 1, 2024)	127-128
M-206-2	EXCAVATION AND BACKFILL FOR BRIDGES (2 SHEETS).....	17-18	M-607-4	DEER FENCE, GATES, AND GAME RAMPS (7 SHEETS) (REVISED ON JULY 13, 2020)	123-127	S-614-3	CLASS II SIGNS (REVISED ON MARCH 1, 2024)	129-130
M-208-1	TEMPORARY EROSION CONTROL (11 SHEETS) (REVISED ON MAY 16, 2024)	19-29	M-607-10	PICKET SNOW FENCE.....	128	S-614-4	CLASS III SIGNS (3 SHEETS) (REVISED ON MARCH 1, 2024)	131-133
M-210-1	MAILBOX SUPPORTS (2 SHEETS).....	30-31	M-607-15	ROAD CLOSURE GATE (9 SHEETS).....	129-137	S-614-5	BREAK-AWAY SIGN SUPPORT DETAILS (REVISED ON MARCH 1, 2024)	134-135
M-214-1	NURSERY STOCK DETAILS.....	32	M-608-1	CURB RAMPS (10 SHEETS).....	138-147	S-614-6	FOR CLASS III SIGNS (2 SHEETS)	136-137
M-216-1	SOIL RETENTION COVERING (2 SHEETS).....	33-34	M-609-1	CURBS, GUTTERS, AND SIDEWALKS (4 SHEETS).....	148-151	S-614-7	CONCRETE FOOTINGS AND SIGN ISLANDS.....	138-140
M-412-1	CONCRETE PAVEMENT JOINTS (9 SHEETS) (REVISED ON JANUARY 31, 2022)	35-39	M-611-1	CATTLE GUARD (2 SHEETS).....	152-153	S-614-8	FOR CLASS III SIGNS (2 SHEETS)	140-141
M-412-2	CONCRETE PAVEMENT CRACK REPAIR (6 SHEETS) (REVISED ON SEPTEMBER 6, 2022)	40	M-611-2	DEER GUARD (2 SHEETS).....	154-155	S-614-9	TUBULAR STEEL SIGN SUPPORT DETAILS (7 SHEETS) (REVISED ON MARCH 1, 2024)	142-148
M-510-1	STRUCTURAL PLATE PIPE H-20 LOADING.....	41-42	M-614-1	SAND BARREL ARRAYS (2 SHEETS).....	156-158	S-614-10	MARKER ASSEMBLY INSTALLATIONS.....	149-150
M-601-1	SINGLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS).....	43-44	M-614-2	EMBANKMENT PROTECTOR TYPE 3.....	159-160	S-614-11	MILEPOST SIGN DETAIL FOR HIGH SNOW AREAS.....	151-152
M-601-2	DOUBLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS).....	45-46	M-615-1	EMBANKMENT PROTECTOR TYPE 5.....	161	S-614-12	STRUCTURE NUMBER INSTALLATION (2 SHEETS).....	153-154
M-601-3	TRIPLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS).....	47	M-616-1	INVERTED SIPHON.....	162	S-614-13	FLASHING BEACON AND SIGN INSTALLATIONS (4 SHEETS) 211-214	155-156
M-601-10	HEADWALL FOR PIPES.....	48	M-620-1	FIELD LABORATORY CLASS 1.....	163	S-614-14	CHAIN STATION SIGNAGE (1 SHEET) (NEW, ISSUED ON APRIL 30, 2024)	157-158
M-601-11	HEADWALLS AND PIPE OUTLET PAVING.....	49	M-620-2	FIELD LABORATORY CLASS 2 (2 SHEETS).....	164	S-614-15	TYPICAL POLE MOUNT SIGN INSTALLATIONS (MARCH 1, 2024)	159-160
M-601-20	WINGWALLS FOR PIPE OR BOX CULVERTS (2 SHEETS).....	50-51	M-620-11	FIELD OFFICE CLASS 1.....	165-166	S-614-16	CONCRETE BARRIER SIGN POST INSTALLATIONS (2 SHEETS) (REVISED ON SEPTEMBER 21, 2020)	161-162
M-603-1	METAL PIPE (4 SHEETS).....	52-55	M-620-12	FIELD OFFICE CLASS 2.....	167	S-614-17	TYPICAL MULTI-SIGN INSTALLATIONS.....	163-164
M-603-2	REINFORCED CONCRETE PIPE.....	56	M-629-1	SURVEY MONUMENTS (2 SHEETS).....	169-170	S-614-18	J-POST SIGN SUPPORT (3 SHEETS) (NEW, ISSUED ON MAR. 1, 2024)	165-166
M-603-3	PRECAST CONCRETE BOX CULVERT.....	57				S-614-19	ALTERNATIVE TRAFFIC SIGNAL.....	167-168
M-603-4	CORRUGATED POLYETHYLENE PIPE (AASHTO M284) AND CORRUGATED POLYPROPYLENE PIPE (AASHTO M330) (2 SHEETS) (REVISED ON MARCH 7, 2022)	58-59				S-614-20	65-75 SINGLE MAST ARMS (5 SHEETS) (REVISED ON JULY 23, 2022)	169-170
M-603-5	POLYVINYL CHLORIDE (PVC) PIPE (AASHTO M304).....	59				S-614-21	25-55 SINGLE MAST ARMS (4 SHEETS) (REVISED ON JULY 23, 2022)	171-172
M-603-6	STEEL REINFORCED POLYETHYLENE RIBBED PIPE (AASHTO MP 20).....	60				S-614-22	TEMPORARY SPAN WIRE SIGNALS (13 SHEETS).....	173-174
M-603-10	CONCRETE AND METAL END SECTIONS.....	61				S-614-23	CABINET FOUNDATION DETAIL (4 SHEETS) (REVISED ON APRIL 4, 2024)	175-176
M-603-12	TRAVERSABLE END SECTIONS AND SAFETY GRATES (3 SHEETS).....	62-64				S-614-24	TRAFFIC LOOP AND MISCELLANEOUS SIGNAL DETAILS.....	177-178
M-604-10	INLET, TYPE C.....	65				S-614-25	PEDESTAL POLE SIGNALS (2 SHEETS).....	179-180
M-604-11	INLET, TYPE D.....	66				S-614-26	PEDESTRIAN PUSH BUTTON POST ASSEMBLY DETAILS (6 SHEETS) (REVISED ON DECEMBER 3, 2020)	181-182
M-604-12	CURB INLET TYPE R (2 SHEETS).....	67-68				S-614-27	STATIC SIGN MONOTUBE STRUCTURES (12 SHEETS).....	183-184
M-604-13	CONCRETE INLET TYPE I3.....	69				S-614-28	DYNAMIC SIGN MONOTUBE STRUCTURES (14 SHEETS).....	185-186
M-604-20	MANHOLES (3 SHEETS).....	70				S-614-29	PAVEMENT MARKINGS (11 SHEETS) (REV. APRIL 30, 2024)	187-188
M-604-25	VANE GRATE INLET (5 SHEETS) (REVISED ON FEBRUARY 3, 2023)	71-74				S-614-30	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (26 SHEETS) (REVISED ON APRIL 30, 2024)	189-190
M-605-1	SUBSURFACE DRAINS.....	75-79				S-614-31	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (26 SHEETS) (REVISED ON APRIL 30, 2024)	191-193

COLORADO
DEPARTMENT OF TRANSPORTATION
M&S STANDARDS PLANS LIST
 July 31, 2019
 Revised on May 16, 2024

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

THE M&S STANDARD PLANS USED TO DESIGN THIS PROJECT ARE INDICATED BY A MARKED BOX ■, AND WILL BE ATTACHED TO THE PLANS. ALL OTHER M&S STANDARD PLANS ARE STILL ELIGIBLE FOR USE IN CONSTRUCTION IF APPROVED BY AN APPROPRIATE CDOT ENGINEER.



Print Date: 6/19/2024	As Constructed	23RD AVE & 34TH ST. SIGNAL	Project No.
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Verif. Scale: As Noted	Void:		2
Alfred Benesch & Company 7979 E. Turle Ave., Suite 800 Denver, Colorado 80237 303.771-6868 Fax: 1623333.00	Designer:	M&S	Structure
benesch	Detailer:	M&S	Numbers
	Sheet Subst:	M&S	Subst Sheets: STD01 of 01

UTILITY NOTES

- THE CONTRACTOR SHALL COMPLY WITH ARTICLE 15 OF TITLE 9, CRS ("EXCAVATION REQUIREMENTS") WHEN EXCAVATING OR GRADING IS PLANNED IN THE AREA OF UNDERGROUND UTILITY FACILITIES. NO EXCAVATION SHALL BE PERMITTED UNTIL ALL UTILITIES HAVE BEEN IDENTIFIED AND MARKED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL AERIAL AND UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITIES AT LEAST TWO (2) BUSINESS DAYS, NOT INCLUDING THE ACTUAL DAY OF NOTICE, PRIOR TO COMMENCING SUCH OPERATIONS AND SHALL COORDINATE BIRING WITH ALL AFFECTED UTILITIES. SO THAT ALL UTILITIES COMPANIES CAN HAVE PERSONNEL ON SITE TO PREPARE FOR ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY CENTER OF COLORADO (UNCC) AT 811 TO HAVE LOCATIONS OF UNCC REGISTERED LINES MARKED BY MEMBER COMPANIES. ALL OTHER UTILITIES SHALL BE LOCATED BY CONTACTING THE RESPECTIVE COMPANY. UTILITY SERVICE LATERALS SHALL BE LOCATED PRIOR TO BEGINNING EXCAVATION OR GRADING.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO SUBSECTION 105.11 OF THE STANDARD SPECIFICATIONS AND ALSO THE UTILITY SPECIFICATION FOR THIS PROJECT. IF ANY UNDERGROUND UTILITIES ARE EXPOSED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER OF THE UTILITY TO ALLOW INSPECTION OF THE UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OR REPLACING ANY DAMAGED UTILITIES. DAMAGE BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S REPLACEMENT OR REPAIR SHALL BE AT NO ADDITIONAL COST TO THE PROJECT.
- UTILITIES ARE DEPICTED ON THE PLANS BASED ON ABOVE-GROUND LOCATING MARKS. OTHER UTILITIES MAY EXIST AND DATA MAY NOT BE ALL-INCLUSIVE. A SUBSURFACE ENGINEERING INVESTIGATION AT THE PROJECT LOCATION WAS NOT CONDUCTED.
- IT IS ESTIMATED THAT 32 HOURS OF POTHOLING WILL BE REQUIRED FOR THIS PROJECT.
- CONTRACTOR AND ELECTRICIAN SHALL BE RESPONSIBLE FOR COORDINATING WITH THE LOCAL ELECTRIC UTILITY TO PROVIDE THE PROPER SIZED SERVICE OF POWER (METERED ELECTRIC SERVICE) TO THE SIGNAL SYSTEM AND ALL LOAD CALCULATIONS NEEDED FOR SIGNAL, LUMINAIRE, ETC. COSTS ASSOCIATED WITH OBTAINING ELECTRIC SERVICE FROM THE LOCAL ELECTRIC UTILITY WILL BE PAID FOR THROUGH FORCE ACCOUNT.
- POWER SOURCE LOCATION IS TO BE VERIFIED BY THE CONTRACTOR. ANY VARIANCE FROM PLANS WILL NOT BE CHARGED TO PROJECT AND SHALL BE INCLUDED IN THE WIRING PAY ITEM.
- THE CONTRACTOR SHALL BE AWARE OF COLORADO SENATE BILL 18-167 WHICH INCREASES ENFORCEMENT OF REQUIREMENTS RELATED TO THE LOCATION OF UNDERGROUND FACILITIES.



**Know what's below.
Call before you dig.**

Print Date: 6/19/2024 File Name: 1523533_23rd-GNNT.dgn Horiz. Scale: 1:1 Vert. Scale: As Noted Alfred Benesch & Company 7979 E Tullis Ave., Suite 800 Denver, Colorado 80237 303.771-6868 Fax: 723.933.000		Sheet Revisions		City of Evans 1100 37th Street Evans, CO 80620 Phone: 970-475-1170		As Constructed		23RD AVE. & 34TH ST. SIGNAL GENERAL NOTES		Project No./Code	
Date:	Comments	Init.	No. Revisions:	Designer:	MES	Structure	Design:	MES	Structure	Code	Project No.
			Revised:	Detailer:	MES	Numbers		MES	Numbers	Code	Code
			Void:	Sheet Subset:	NOTES	Subset Sheets:		NOTES	Subset Sheets:	Sheet Number	Sheet Number
											5



CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	ROADWAY		0		0		0		0		PROJECT TOTALS	
			PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.
202-00200	Removal of Sidewalk	SY	9											9
202-00203	Removal of Curb and Gutter	LF	16											16
202-00250	Removal of Pavement Marking	SF	158											506
202-00700	Removal of Light Standard	EA	2											2
202-00810	Removal of Ground Sign	EA	2											2
202-00821	Removal of Sign Panel	EA	1											1
203-01597	Potholing (only paid as needed and quantity approved by City, line item to obtain unit price)	EA	1											32
208-00035	Aggregate Bag	LF	64											128
208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	EA	1											1
208-00106	Sweeping (Sediment Removal)	HOUR	8											8
208-00107	Removal of Trash	HOUR	8											8
212-00708	Seeding (Native) Broadcast	ACRE	1											1
212-01200	Landscape Restoration	LS	1											1
213-00012	Spray-On Mulch Blanket	ACRE	0.01											0.01
503-00018	Drilled Shaft (18 Inch)	LF	20											20
503-00036	Drilled Shaft (36 Inch)	LF	76											60
608-00000	Concrete Sidewalk	SY	14											14
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	16											16
613-00200	2 Inch Electrical Conduit	LF	93											93
613-00206	2 Inch Electrical Conduit (Bored)	LF	231											231
613-00300	3 Inch Electrical Conduit	LF	157											157
613-00306	3 Inch Electrical Conduit (Bored)	LF	462											462
613-07002	Type Two Pull Box	EA	2											2
613-07003	Type Three Pull Box	EA	2											2
613-07004	Type Four Pull Box	EA	2											2
613-07005	Type Five Pull Box	EA	1											1
613-10000	Wiring	LS	1											1
613-20210	Luminaire (LED)(Special) (Install Only)	EA	2											2
613-50199	Meter Power Pedestal (Install Only)	EA	1											1
614-00011	Sign Panel (Class I)	SF	53											53

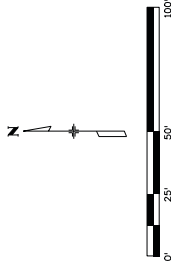
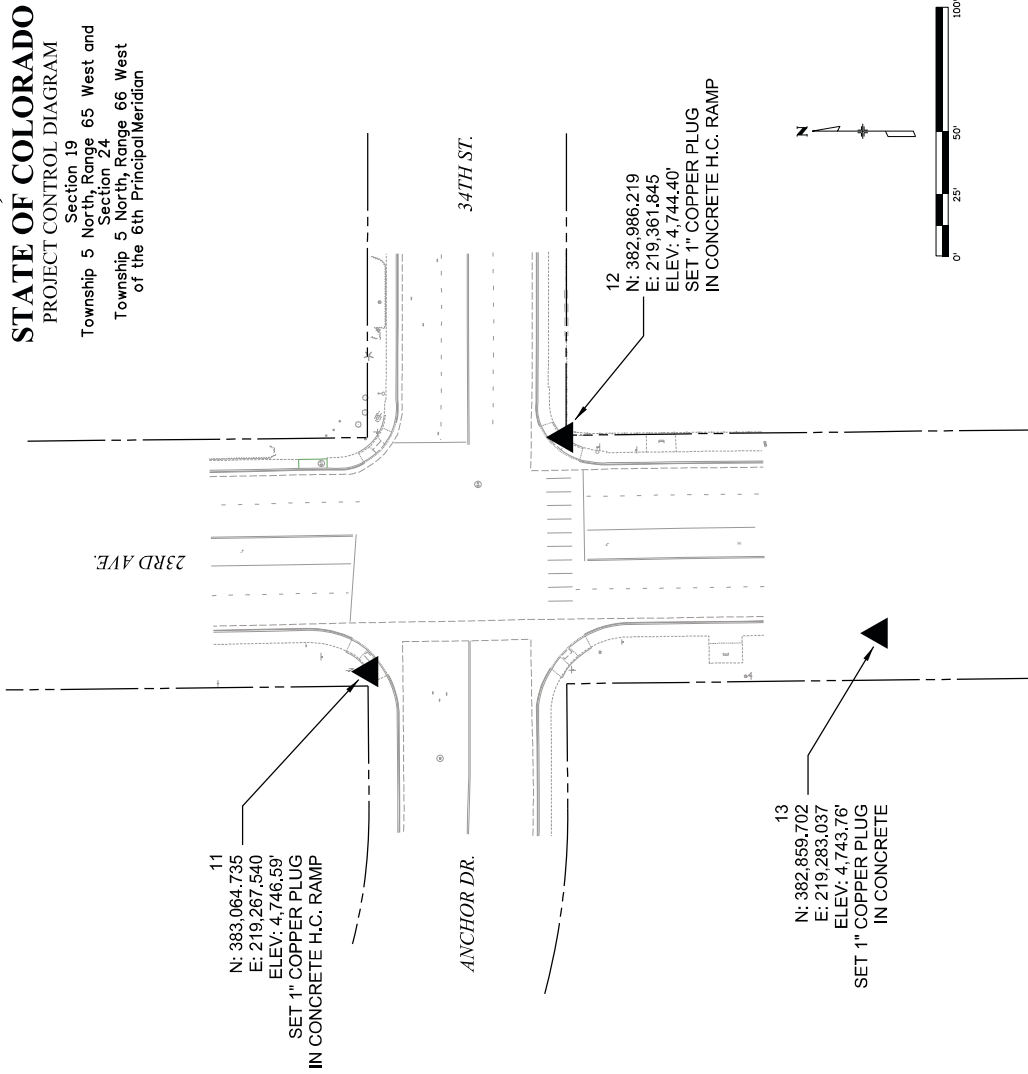


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File Name: 152333-23rd-SMA.dgn	Date: 1/6/25	Comments: City of Evans Redlines	No. Revisions:		SUMMARY OF APPROXIMATE QUANTITIES		Project No.	
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			Designer: J/H Structure Detectors: MFS Numbers		J/H Structure MFS Numbers		Code Sheet Number	
	Ver. Scale: As Noted Alfred Benesch & Company 7979 E Tufts Ave, Suite 800 Denver, Colorado 80237 303.771-6868 Fax: 723.333.000		City of Evans 1100 37th Street Evans, CO 80620 Phone: 970-475-1170		SDAQ Subset Sheets: SDA001 of 02		Sheet Number 6	

**CITY OF EVANS, COUNTY OF WELD
STATE OF COLORADO**

PROJECT CONTROL DIAGRAM

Section 19
Township 5 North, Range 65 West and
Section 24
Township 5 North, Range 66 West
of the 6th Principal Meridian

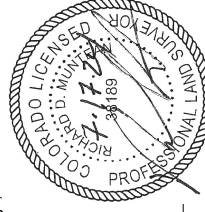


NOTES

- This Survey Control Diagram is not a boundary survey of the adjoining property nor should it be misconstrued as a Land Survey Plat or Improvement Survey Plat.
- PROJECT BENCHMARK:** Elevations are GPS derived based on NGS Control Station "B 414", a Stainless Steel Deep Rod located approx. 104' north of the centerline of the west bound lanes of U.S. Highway 34 at Mile Post 114.2.
NAVD 88 EL. = 4,630.55'.
- UNITS:** Project coordinates and elevations shown hereon are U.S. Survey Feet.
- Topographic Survey shown hereon is intended for graphical representation purposes only.
- Date of Field Survey: February, 2024.
- According to Colorado State law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

COORDINATE DATUM: Project Coordinates are modified Colorado State Plane North Zone NAD 83(11) coordinates. The combined elevation/scale factor used to modify the coordinates from state plane to project coordinates is 1.0002568567. The resulting project coordinates are truncated by 1,000,000 sft in the Northing and 3,000,000 sft in the Easting after converting from state plane to project coordinates.

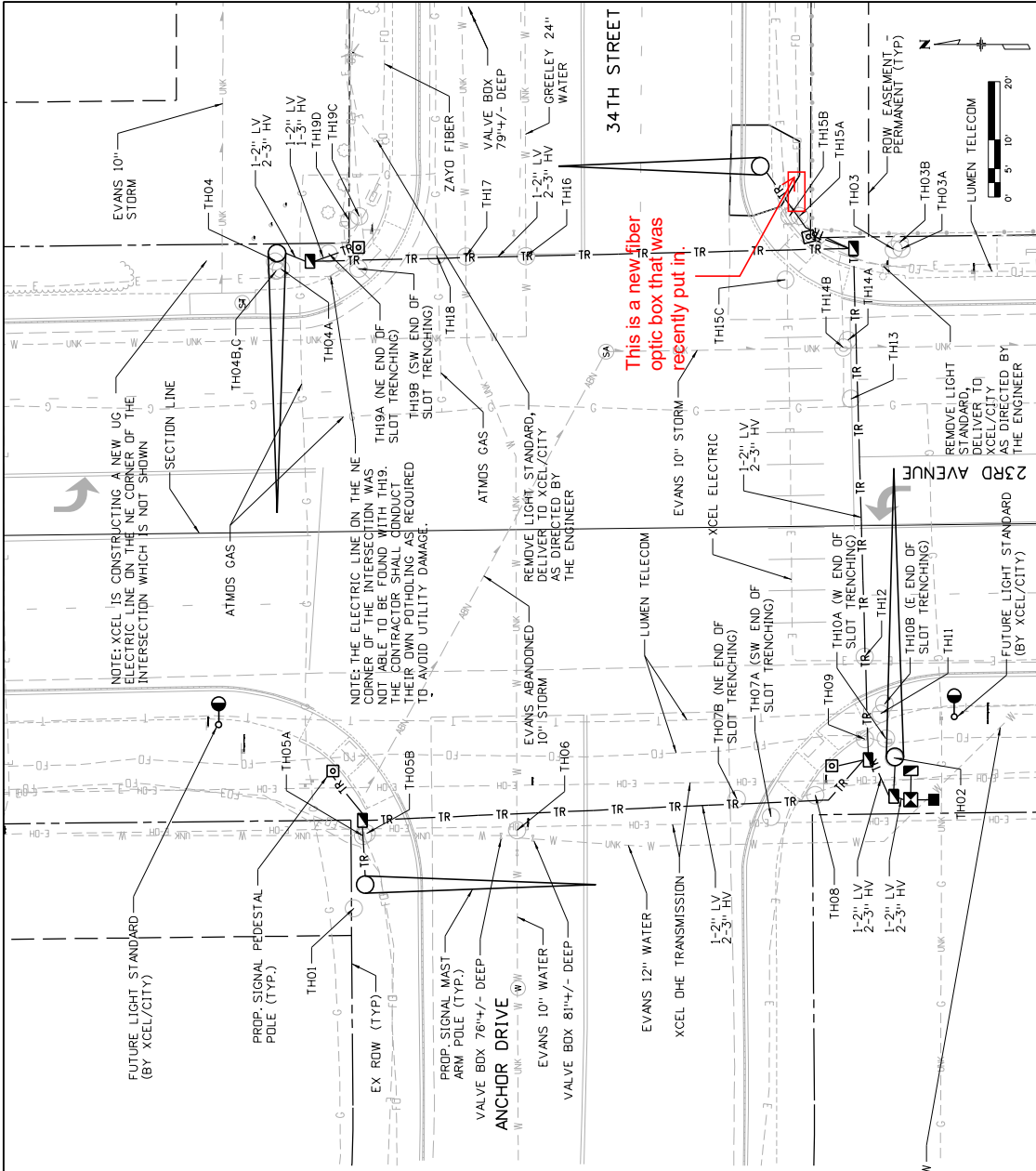
I, Richard D. Muntean, a Licensed Professional Surveyor in the State of Colorado do hereby state that the survey represented by this map was made under my supervision and that this map and the notes shown hereon accurately represent said survey to the best of my knowledge, information and belief.



RICHARD D. MUNTEAN, PLS No. 38189
For and on behalf of 105 West, Inc.

Print Date: 2/9/2024		File Name: Evans - 23rd Ave & 34th St - Project Control Diagram.dgn		Init.	
Horiz. Scale: 1"=50'		Vert. Scale: NA			
Unit Information		Date:		Comments	
 7829 E. Tufts Ave., DENVER, COLORADO 80237		<input type="checkbox"/>		<input type="checkbox"/>	
		<input type="checkbox"/>		<input type="checkbox"/>	
As Constructed		No. Revisions:		PROJECT CONTROL DIAGRAM	
Revised:		Designer:		Structure	
Void:		Detailer:		Numbers	
		Sheet Subset:		Sheet Sheets:	
				Project No./Code	
				Sheet Number	
				9	

- NOTES:**
1. ALL UTILITY LOCATIONS DEPICTED ARE BASED ON ABOVE GROUND LOCATIONS. IF A UTILITY IS DETECTED WHILE UNCOVERING, IT WAS NOT LOCATED AND THE LOCATION IS APPROXIMATE BASED ON UTILITY RECORDS.
 2. A SUBSURFACE UTILITY ENGINEERING INVESTIGATION WAS NOT CONDUCTED.
 3. POT-HOLING WAS CONDUCTED ON MAY 2, 2024. SEE POT-HOLE LOG FOR RESULTS.
 4. CITY OF GREELEY SHALL BE NOTIFIED PRIOR TO CONDUIT BORING AND HAVE A REPRESENTATIVE ON SITE IF REQUESTED BY GREELEY.
 5. POT-HOLING THAT OCCURS WITHIN CONCRETE SHALL BE FLOW-FILLED AND THE CONCRETE CORE RESTORED.



This is a new fiber optic box that was recently put in.



NOTE: THE DIAGONAL PORTION OF THE WATER LINE ON THE SW CORNER OF THE INTERSECTION WAS LOCATED BY THE NORTH INITIAL TEST HOLES TH03 AND TH04 WERE BORED BASED ON THE INITIAL LOCATE AND THE WATERLINE WAS NOT FOUND. SUBSEQUENT LOCALING PLACED THE DIAGONAL PORTION OF THE WATER LINE. THE CONTRACTOR SHALL CONDUCT THEIR OWN POT-HOLING AS REQUIRED TO AVOID UTILITY DAMAGE.

Print Date: 6/20/2024		Sheet Revisions		City of Evans		As Constructed		23RD AVE. & 34TH ST. SIGNAL UTILITY PLAN		Project No./Code	
File Name: 152333_23rd-UTILITIES.dgn		Date: _____		1100 37th Street		No Revisions:		DESIGNER: MES		Project No.	
Horiz. Scale: 1:20		Comments		Evans, CD 80620		Revised:		DETAILER: JH		Code	
Vertical Scale: As Noted		Init.		Phone: 970-475-1170		Void:		STRUCTURE NUMBERS		Sheet Number	
								REMOVE LIGHT STANDARD, DELIVER TO XCEL/CITY AS DIRECTED BY THE ENGINEER		UTIL	
Alfred Benesch & Company 7379 E. Turle Ave., Suite 800 Denver, Colorado 80237 303.771-6868 Fax: 723.333.000								FUTURE LIGHT STANDARD (BY XCEL/CITY)		Sub Sheet: UT01 of 03	

POTHOLE LOG TABLE

Test Hole Number	Utility Type / Description	Utility Owner	Size	Material	Utility Direction	Northing	Easting	Surface Elevation	Depth to Top (feet)	Utility Top Elevation	Comments / Remarks
TH01	Caisson Clearance Hole CLEAR	-	-	-	-	383064.57	219246.472	4746.55	-	-	A caisson clearance hole was performed. The hole was 2.8-ft in diameter and 10.2-feet deep.
TH02	Caisson Clearance Hole CLEAR	-	-	-	-	382970.989	219272.515	4744.901	-	-	A caisson clearance hole was performed. The hole was 2.4-ft in diameter and 10.18-feet deep.
TH03	Caisson Clearance Hole UTILITIES ENCOUNTERED, SIGNAL POLE MOVED	-	-	-	-	382971.036	219360.608	4744.356	-	-	A caisson clearance hole was started. The hole was 2.1-ft in diameter and 5.25-feet deep. The crew encountered two facilities in the clearance hole. The excavation effort was ended after discussions with the Client.
TH03A	Unknown	Unknown	2.5	Plastic	N-S	382969.683	219360.743	4744.483	4.41	4740.073	A 2.5-inch facility was exposed during the caisson clearance hole excavation. This facility appears to likely be a gas line.
TH03B	Unknown	Unknown	2	HDPE	N-S	382969.983	219361.84	4744.46	1.75	4742.71	A 2-inch facility was exposed during the caisson clearance hole excavation. The utility type is unknown.
TH04	Caisson Clearance Hole UTILITIES ENCOUNTERED, SIGNAL POLE MOVED	-	-	-	-	383078.255	219358.527	4745.587	-	-	A caisson clearance hole was performed. The hole was 2.8-ft in diameter and 10.3-feet deep.
TH04A	Gas	Atmos Energy	2"	Polyethylene	N-S	383077.24	219357.254	4745.494	4.05	4741.444	An apparent gas stub was exposed while excavating the caisson clearance hole.
TH04B	Communications	Unknown	2"	HDPE	Vertical	383077.945	219357.056	4745.132	0	4745.132	This is a 2-inch vertical HDPE conduit that was exposed during the excavation for the caisson clearance in TH04. The conduit appeared to be full of gravel. The conduit was surveyed on top of the open end.
TH04C	Communications	Unknown	2"	HDPE	Vertical	383078.074	219356.904	4745.345	0	4745.345	This is a 2-inch vertical HDPE conduit that was exposed during the excavation for the caisson clearance in TH04. The conduit appeared to be full of gravel. The conduit was surveyed on top of the open end.
TH05A	Fiber Optic	Lumen	-	-	-	383062.994	219259.016	4746.456	2.42	4744.036	A 1.25-inch facility was exposed. This communications facility appeared to be slightly magnetic. The utility type was not confirmed.
TH05B	Storm Drain	Unknown	14"	RCP	NW-SE	383062.383	219259.425	4746.426	3.06	4743.366	An apparent storm drain pipe was exposed during the excavation.
TH06	Water	City of Evans	10"	PVC	E-W	383036.319	219259.995	4745.58	8.31	4737.27	The targeted water line was not exposed. One-Call had markings at the hole location. A slot trench was performed to a wide of 6.7 feet and to a depth of 11-feet. This is the southwestern end of the slot trench.
TH07A	Water NOT FOUND	City of Evans	-	-	-	382992.31	219262.319	4745.427	-	-	The targeted water line was not exposed. One-Call had markings at the hole location. A slot trench was performed to a wide of 6.7 feet and to a depth of 12.4-feet. This is the northeastern end of the slot trench.
TH07B	Water NOT FOUND	City of Evans	-	-	-	382998.215	219265.41	4744.935	-	-	Exposed a direct buried cable. There was also an apparent tracer wire at 4.5-foot deep.
TH08	Electric	Xcel Energy	1"	Direct Buried Cable	N-S	382984.622	219266.064	4745.213	4.11	4741.103	Exposed a 2.5-inch HDPE conduit.
TH09	Fiber Optic	Lumen	2.5"	Plastic Conduit	N-S	382976.022	219275.783	4744.963	3.35	4741.613	

SURVEY SHOTS RELATED TO SAME SLOT TRENCH, SEE NOTE ABOUT SW CORNER WATERLINE ON PREVIOUS SHEET.



Print Date: 6/20/2024 File Name: 152333_23rd-UTILITIES.dgn Horiz. Scale: 1:0.08333333 Vert. Scale: As Noted Alfred Benesch & Company 7379 E. Tufts Ave., Suite 800 Denver, Colorado 80237 303.771-6888 Fax: 1623333.00	City of Evans, Colorado 1100 37th Street Evans, CO 80620 Phone: 970-475-1170	23RD AVE. & 34TH ST. SIGNAL UTILITY PLAN	Project No. / Code Project No. Code Sheet Number 11
Sheet Revisions Date: _____ Comments _____ _____ _____	As Constructed No Revisions: Revised: Void:	Designer: MES Detailer: J.L.H. Sheet Subset: UTIL	Subst Sheets: UT02 of 03



POT HOLE LOG TABLE (CONT'D)

Test Hole Number	Utility Type / Description	Utility Owner	Size	Material	Utility Direction	Northing	Easting	Surface Elevation	Depth to Top (feet)	Utility Top Elevation	Comments / Remarks
TH10A	Water NOT FOUND	City of Evans	-	-	-	382972.38	219275.877	4745.266	-	-	The targeted water line was not exposed. One-Call had markings at the hole location. A slot trench was performed to a wide of 6-feet and to a depth of 12.5-feet. This is the western end of the slot trench.
TH10B	Water NOT FOUND	City of Evans	-	-	-	382972.643	219281.872	4744.996	-	-	The targeted water line was not exposed. One-Call had markings at the hole location. A slot trench was performed to a wide of 6-feet and to a depth of 12.5-feet. This is the eastern end of the slot trench.
TH11	Fiber Optic	Lumen	2"	Plastic Conduits	E-W	382973.285	219280.163	4744.968	1.82	4743.148	Exposed (2) 2-inch HDPE conduits. The survey shot was taken in the center of the two conduits.
TH12	Electric	Xeel Energy	2"	Plastic Conduit	N-S	382976.073	219290.003	4744.675	3.66	4741.015	An apparent 2-inch conduit was exposed. There was yellow caution tape buried above the conduit.
TH13	Gas	Atmos Energy	4"	Steel	N-S	382978.45	219334.739	4745.07	5.79	4739.28	A tee location was exposed. The depth to the top of the tee location is 5.33-ft. The depth to the top of the pipe extending eastward is 5.56-ft.
TH14A	Storm Drain	City of Evans	10"	Direct Buried Cable	N-S	382978.987	219344.908	4744.459	2.32	4742.139	Size verified at the manhole to the north.
TH14B	Gas	Atmos Energy	2"	Direct Buried Cable	E-W	382979.792	219343.633	4744.568	5.06	4739.508	A tracer wire was exposed in the test hole.
TH15A	Electric	Xeel Energy	1"	Direct Buried Cable	E-W	382987.333	219366.383	4744.196	0.91	4745.286	A bundle of 1-inch cables were exposed.
TH15B	Electric	Xeel Energy	0.5"	Direct Buried Cable	E-W	382989.118	219366.432	4744.181	0.98	4745.201	A direct buried cable was exposed.
TH15C	Electric	Xeel Energy	2"	Plastic Conduit	E-W	382989.801	219355.379	4743.848	3.36	4740.488	A 2-inch conduit was exposed. This appears to be associated with the same cable exposed in TH15A.
TH16	Water	City of Greeley	24"	Ductile Iron	E-W	383034.797	219359.438	4744.52	5.61	4738.91	Pipe size is approximate due to pipe offset and depth from the core hole location.
TH17	Water	City of Evans	12"	Ductile Iron	E-W	383045.16	219359.391	4744.438	8.17	4736.268	Did not expose the targeted electric facility. A concrete slab was encountered. This is the northeastern end of the slot trench. The top of the concrete slab was at 3.2-foot deep. The excavation reached a depth of 4.2-foot or the side of the concrete slab.
TH18	Gas	Atmos Energy	4"	Polyethylene	E-W	383050.266	219359.535	4744.341	3.29	4741.051	Did not expose the targeted electric facility. A concrete slab was encountered at a depth of 3.2-foot. This is the southwestern end of the slot trench.
TH19A	Electric NOT FOUND	Xeel Energy	-	-	-	383068.966	219359.904	4745.084	-	-	Multiple direct buried cables were exposed. There were (3) 1-inch cables, and (4) 1/4" cables. The survey shot was in the center of the group. The depth to the lowest cable was 4.36-feet.
TH19B	Electric NOT FOUND	Xeel Energy	-	-	-	383063.798	219357.277	4744.691	-	-	Exposed (2) 1.25-inch HDPE conduits. The depth to the lower conduit was 2.58-feet. The survey shot was taken in the center of the conduits.
TH19C	Electric	Xeel Energy	1"	Direct Bured Cables	E-W	383063.667	219366.345	4744.813	4.22	4740.593	
TH19D	Fiber Optic	Zayo	1.25"	HDPE	NW-SE	383065.398	219365.708	4744.935	2.5	4742.435	

SURVEY SHOTS RELATED TO SAME SLOT TRENCH. SEE NOTE ABOUT SW CORNER WATERLINE ON PREVIOUS SHEET.

SURVEY SHOTS RELATED TO SAME SLOT TRENCH. SEE NOTE ABOUT NE CORNER ELECTRIC LINE ON PREVIOUS SHEET.



Print Date: 6/20/2024 File Name: 152333_23rd-UTILITIES.dgn Horiz. Scale: 1:0.833333 Vert. Scale: As Noted Alfred Benesch & Company 7379 E. Tufts Ave., Suite 800 Denver, Colorado 80237 303.771-6888 Fax: 1623333.00		Sheet Revisions Date: _____ Comments: _____ Init.: _____		City of Evans, Colorado 1100 37th Street Evans, CO 80620 Phone: 970-475-1170		As Constructed No Revisions: _____ Revised: _____ Void: _____		23RD AVE. & 34TH ST. SIGNAL UTILITY PLAN		Project No./Code Project No. _____ Code _____	
benesch				Designer: MES Detailer: JH Numbers Sheet Subset: UTIL		Structure Numbers JH Numbers		Subset Sheets: UT03 of 03		Sheet Number 12	

EROSION CONTROL NOTES:

1. EROSION CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY LAND DISTURBING ACTIVITY COMMENCES.
2. A VEHICLE TRACKING CONTROL STRIP 20" X 50" X 6" WITH 1 1/2" TO 3" ROCK IS TO BE PLACED AND MAINTAINED BY THE GENERAL CONTRACTOR AT ALL ACCESS POINTS INTO THE CONSTRUCTION SITE.
3. A 20" X 20" CONCRETE WASH OUT AREA OR APPROVED EQUAL SHALL BE ESTABLISHED NEAR THE EXIT TO THE SITE. THE AREA SHALL BE FENCED WITH ORANGE SAFETY FENCING ON THREE SIDES AND HAVE AN EARTHEN BERM OR DEPRESSION CUT INTO THE GRADE TO CONTAIN WATER AND CONCRETE FROM LEAVING THE AREA. A SIGN DIRECTING ALL CONCRETE TRUCKS TO THE WASHOUT MUST BE ERECTED AT ALL ENTRANCES TO THE SITE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE WASHOUT AREA PRIOR TO LEAVING THE SITE ONCE INITIAL SITE CONSTRUCTION IS COMPLETE. BURYING OF THE DEBRIS IS STRICTLY PROHIBITED.
4. SILT FENCE OR APPROVED EQUAL SHALL BE PLACED ALONG THE DOWN*GRADIENT PERIMETER OF SITE.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES AND SHALL BE RESPONSIBLE FOR ANY AND ALL FINES ASSOCIATED WITH THE DISCHARGE OF SEDIMENTS, EROSION, OR POLLUTANTS LEAVING THE SITE AS A RESULT OF CONSTRUCTION ACTIVITY.
6. ALL SOIL STOCKPILE SHALL EXCEED 10 FEET IN HEIGHT. ALL SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING, AND PERIMETER SILT FENCING OR EARTHEN BERM. ANY SOIL STOCKPILES REMAINING AFTER THREE MONTHS FROM THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES SHALL BE SEEDED WITH A TEMPORARY COVER CROP, OR REMOVED FROM THE SITE.
7. ONCE FINAL GRADING IS COMPLETE, ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RIPPED BY A GRADER IN CORN FURROW FASHION, OR SEEDED. THE FURROWS SHALL BE PERPENDICULAR TO THE GRADE OF THE LAND. IT IS THE RESPONSIBILITY OF THE DEVELOPER/OWNER TO MAINTAIN THIS EROSION CONTROL MEASURE FOR THE DURATION OF THE 2 YEAR WARRANTY PERIOD.
8. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES THAT WILL REMAIN AS OUTLOTS, OPEN SPACE, DETENTION PONDS, FOREBAYS, OR TRAILS SHALL RECEIVE 4 INCHES OF TOP SOIL AND SHALL BE SEEDED. SOIL PREPARATION, FERTILIZER, COMPOST, SEEDING, AND MULCHING WILL BE REQUIRED. SEED TAGS WILL BE COLLECTED BY THE CITY OF EVANS.
9. ALL SEEDING REQUIRED BY EITHER THE CITY OF EVANS ENGINEERING DIVISION, OR PLANNING DIVISION SHALL UTILIZE THE CITY OF EVANS IRRIGATION DESIGN GUIDELINES, LAWN AND GRASS SPECIFICATIONS SECTION 02930.
10. GRASS SEED SHALL BE PLANTED WITH A GRASS SEED DRILL (NOT A GRAIN DRILL) AT A DEPTH OF 1/2" TO 3/4". BROADCAST SEEDING OF GRASS SEED IS NOT ACCEPTABLE. STRAW MULCH SHALL BE SPREAD AND CRIMPED INTO THE SOIL AT A RATE OF 4,000 LBS./ACRE. HYDROSEEDING AND HYDRAMULCHING IS ACCEPTABLE IN LIEU OF DRILL SEEDING AND CRIMPING OF MULCH STRAW, ONLY IN AREAS THAT ARE INACCESSIBLE TO LANDSCAPING EQUIPMENT, AND MUST BE APPROVED BY THE CITY OF EVANS PRIOR TO USE.
11. THE DEVELOPER/OWNER IS RESPONSIBLE FOR HIRING A CONTRACTOR TO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES ONCE CONSTRUCTION IS COMPLETE AND ALL OPEN SPACE AREAS, OUTLOTS, DETENTION PONDS, FOREBAYS, AND TRAIL CORRIDORS ARE STABILIZED WITH AT LEAST 80 PERCENT GROWTH OF SEEDED GROUND COVER.

EROSION CONTROL QUANTITIES:

DESCRIPTION	PAY UNIT	QUANTITY
SEEDING (NATIVE) BROADCAST	ACRE	1
SPRAY-ON-MULCH BLANKET	ACRE	0.01
LANDSCAPE RESTORATION	LS	1
AGGREGATE BAG	LF	128
PREFABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 1)	EA	1
SWEEPING (SEDIMENT REMOVAL)	HR	8
REMOVAL OF TRASH	HR	8

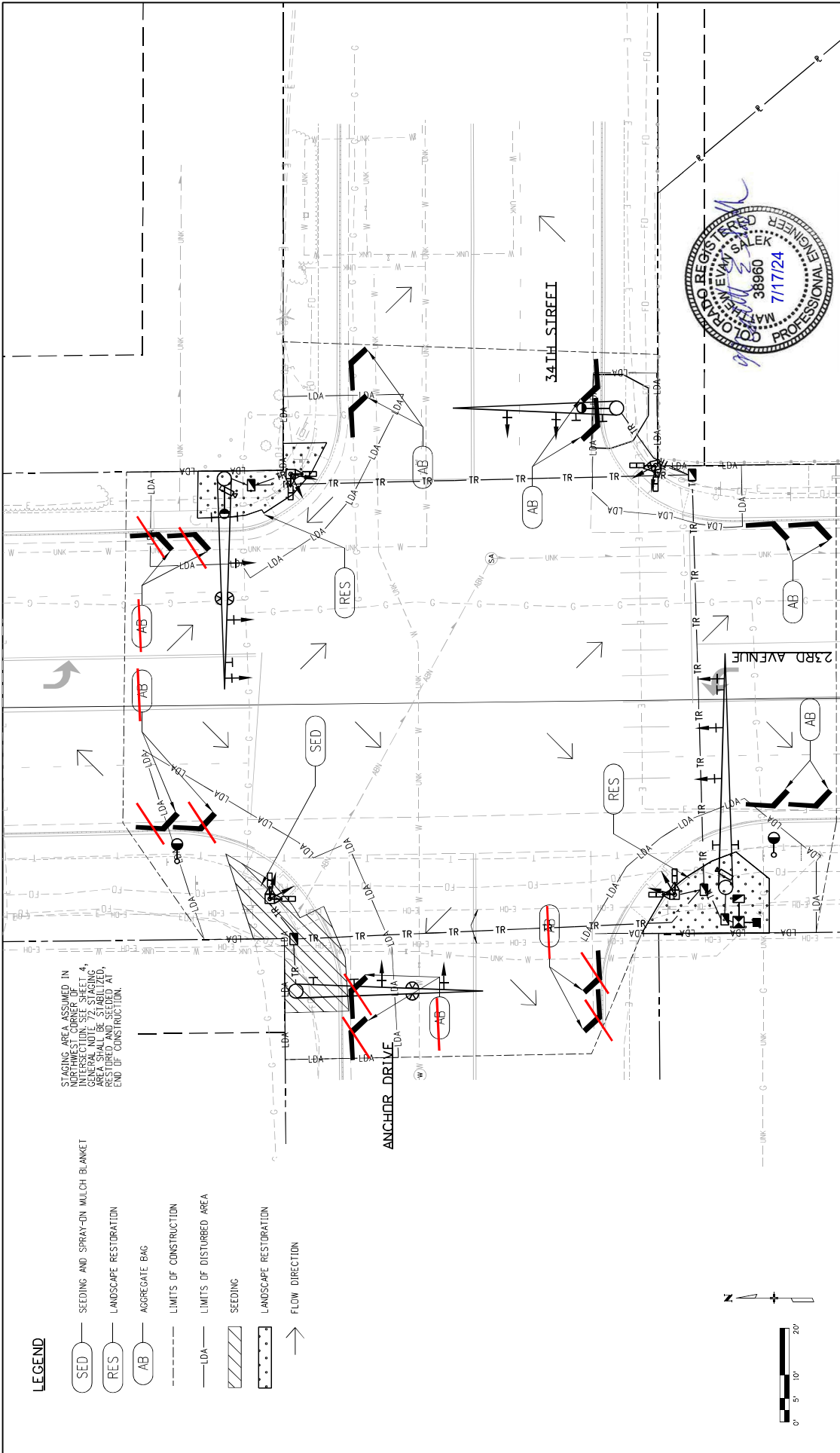
LOW GROW MIX: SEED MUST BE APPLIED WITH SEED DRILLER @ RATE OF 22 LBS. PLS PER ACRE. (IF BROADCAST, APPROVED BY THE CITY OF EVANS ONLY, APPLY @ RATE OF 44+ LBS. PLS PER ACRE).

SPECIES	% MIX
BUFFALO GRASS	60
BLUEGRAMA	40

PROJECT AREAS	
LIMITS OF CONSTRUCTION	0.46 ACRE
LIMITS OF DISTURBANCE	0.12 ACRE



Print Date: 7/10/2024 File Name: 1523535_23rd-ECF.dgn Horiz. Scale: 1:20 Vert. Scale: As Noted Alfred Benesch & Company 7979 E. Tullis Ave. Suite 800 Denver, Colorado 80237 303.771-6868 Fax: 623.333.000	 <p>City of Evans 1100 37th Street Evans, CO 80620 Phone: 970-475-1170</p>	As Constructed No Revisions: Revised: Void:	23RD AVE. & 34TH ST. SIGNAL EROSION CONTROL NOTES AND QUANTITIES Designer: LSR Detailer: LSR Sheet Subset: ER Subst Sheets: ER 01 OF 02
Sheet Revisions			
Date:	Comments	Init.	
		Project No./Code Project No. Code Sheet Number 13	



LEGEND

- SEEDING AND SPRAY-ON MULCH BLANKET
- LANDSCAPE RESTORATION
- AGGREGATE BAG
- LIMITS OF CONSTRUCTION
- LIMITS OF DISTURBED AREA
- ▨ SEEDING
- ▤ LANDSCAPE RESTORATION
- FLOW DIRECTION

STAGING AREA ASSUMED IN INTERSECTION SEE SHEET 4, GENERAL NOTE 72. STAGING AREA SHALL BE STABILIZED AT END OF CONSTRUCTION.



Print Date: 7/10/2024 File Name: 152333-23rd-34th-EC.dgn Horiz. Scale: 1:20 Vert. Scale: As Noted Alfred Benesch & Company 7979 E. Tufts Ave. Suite 800 Denver, Colorado 80237 303.777-6888 Fax: 623.333.00		Sheet Revisions <table border="1"> <thead> <tr> <th>Date:</th> <th>Comments</th> <th>Init.</th> </tr> </thead> <tbody> <tr> <td>1/6/25</td> <td>City of Evans Redlines</td> <td>ARI</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Date:	Comments	Init.	1/6/25	City of Evans Redlines	ARI							City of Evans 1100 37th Street Evans, CO 80620 Phone: 970-475-1170 		As Constructed No. Revisions: Revisited: Void:		23RD AVE. & 34TH ST. SIGNAL EROSION CONTROL SITE MAP Designer: Detailer: Sheet Subset:		Project No./Code Project No. Code Sheet Number 14	
Date:	Comments	Init.																					
1/6/25	City of Evans Redlines	ARI																					

SUMMARY OF SIGNAL MATERIALS

ITEM NO.	ITEM	UNIT	23RD AVE & 34TH ST
202-00700	REMOVAL OF LIGHT STANDARD	EA	2
503-00018	DRILLED SHAFT (18 INCH)	LF	20
503-00036	DRILLED SHAFT (36 INCH)	LF	76
613-00200	2 INCH ELECTRICAL CONDUIT	LF	93
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	231
613-00300	3 INCH ELECTRICAL CONDUIT	LF	157
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	462
613-07002	TYPE TWO PULL BOX	EA	2
613-07003	TYPE THREE PULL BOX	EA	2
613-07004	TYPE FOUR PULL BOX	EA	2
613-07005	TYPE FIVE PULL BOX	EA	1
613-10000	WIRING	LS	1
613-20210	LUMINAIRE (LED)(SPECIAL) (INSTALL ONLY)	EA	2
613-50199	METER POWER PEDESTAL (INSTALL ONLY)	EA	1
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	8
614-72860	PEDESTRIAN PUSH BUTTON	EA	8
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	12
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	4
614-70560	TRAFFIC SIGNAL FACE (12-12-12-12-12)	EA	2
614-72864	FIRE PREEMPTION UNIT (4 WAY)	EA	4
614-72887	MICROWAVE VEHICLE RADAR DETECTOR (INSTALL ONLY)	EA	2
614-75648	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY)	EA	1
614-81935	TRAFFIC SIGNAL - LIGHT POLE STEEL (1-35 FT MAST ARM)(40 FT HEIGHT) (INSTALL ONLY)	EA	1
614-81945	TRAFFIC SIGNAL - LIGHT POLE STEEL (1-45 FT MAST ARM)(40 FT HEIGHT) (INSTALL ONLY)	EA	1
614-82940	TRAFFIC SIGNAL POLE STEEL (1-40 FT MAST ARM)(24 FT HEIGHT) (INSTALL ONLY)	EA	1
614-82950	TRAFFIC SIGNAL POLE STEEL (1-50 FT MAST ARM)(24 FT HEIGHT) (INSTALL ONLY)	EA	1
614-84450	TRAFFIC SIGNAL PEDESTAL POLE STEEL (17 FOOT) (INSTALL ONLY)	EA	4



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SIGN DETAIL
1:30

SIGN NUMBER	name
WIDTH x HGT.	8'-6" x 1'-6"
BORDER WIDTH	0.75"
CORNER RADIUS	1.88"
MOUNTING	Overhead
BACKGROUND	TYPE: Reflective COLOR: Green
LEGEND/BORDER	TYPE: Reflective COLOR: White/White



Panel Style: guide_con_advance street name_2-lines_2012.ssi
M.U.I.C.D.: 2009 Edition

Panel Style: guide_con_advance street name_2-lines_2012.ssi
Dimensions are in inches/millimeters
Letter locations are parallel to lower left corner

LETTER POSITIONS (X)		LENGTH	SERIES/SIZE
r	d		C 2000
39.4	41.8	5.5	84.5
2	3		C 2000
23.5	31.6	14.9	12
A	v	n	C 2000
49.9	58.2	66.2	73.9
82	89.9		46.1
			129

SIGN DETAIL
1:30

SIGN NUMBER	name
WIDTH x HGT.	7'-6" x 1'-4"
BORDER WIDTH	0.75"
CORNER RADIUS	1.88"
MOUNTING	Overhead
BACKGROUND	TYPE: Reflective COLOR: Green
LEGEND/BORDER	TYPE: Reflective COLOR: White/White



Panel Style: guide_con_advance street name_2-lines_2012.ssi
M.U.I.C.D.: 2009 Edition

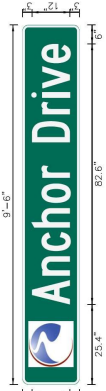
Panel Style: guide_con_advance street name_2-lines_2012.ssi
Dimensions are in inches/millimeters
Letter locations are parallel to lower left corner

LETTER POSITIONS (X)		LENGTH	SERIES/SIZE
t	h		C 2000
37.1	39.8	5.8	84.5
3	4		C 2000
21.2	29	16.2	12
S	t	r	C 2000
47.6	55.2	60.7	65.6
73	79.7		36.4
			129



Print Date: 6/19/2024	File Name: 152333-23rd-SND01.dgn	Verl. Scale: As Noted	Horiz. Scale: 1:1	Sheet Revisions	City of Evans, Colorado	As Constructed	23RD AVE. & 34TH ST. SIGNAL SPECIAL SIGN LAYOUTS	Project No./Code																																					
<table border="1"> <tr><td>Date:</td><td>Comments</td><td>Init.</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>				Date:	Comments	Init.										<table border="1"> <tr><td>Designated:</td><td>JLH</td><td>Structure</td></tr> <tr><td>Revised:</td><td>JLH</td><td>Numbers</td></tr> <tr><td>Void:</td><td></td><td></td></tr> </table>		Designated:	JLH	Structure	Revised:	JLH	Numbers	Void:			<table border="1"> <tr><td>Designator:</td><td>JLH</td><td>Structure</td></tr> <tr><td>Detailer:</td><td>JLH</td><td>Numbers</td></tr> <tr><td>Sheet Subset:</td><td>SIGNDT</td><td>Subset Sheets: DTOT of D2</td></tr> </table>		Designator:	JLH	Structure	Detailer:	JLH	Numbers	Sheet Subset:	SIGNDT	Subset Sheets: DTOT of D2	<table border="1"> <tr><td>Project No.:</td><td>18</td></tr> <tr><td>Code</td><td></td></tr> <tr><td>Sheet Number</td><td>18</td></tr> </table>		Project No.:	18	Code		Sheet Number	18
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				<p>Alfred Benesch & Company 8799 E. Tufts Ave., Suite 800 Denver, Colorado 80237 303.771-6868 Fax: 723.333.000</p>		<p>City of Evans 1100 37th Street Evans, CO 80620 Phone: 970-475-1170</p>		<p>City of Evans 1100 37th Street Evans, CO 80620 Phone: 970-475-1170</p>																																					

SIGN NUMBER	name
WIDTH x HEIGHT	8'-6" x 1'-6"
BORDER WIDTH	0.75"
CORNER RADIUS	1.88"
MOUNTING	Overhead
BACKGROUND	TYPE: Reflective COLOR: Green
LEGENDBORDER	TYPE: Reflective COLOR: White/White



Panel Style: guide_con_advance street name_2-line_2012.asi
 M.U.T.C.D.: 2009 Edition

Panel Style: guide_con_advance street name_2-line_2012.asi
 Dimensions are in Fractions
 Letter locations are parallel to lower left corner

		LENGTH		SERIESIZE	
		C 2000		C 2000	
A	n	c	h	o	r
25.4	31.5	42.3	49.7	57.5	65.4
D	r	t	v	e	
76.7	85.6	90.8	93.8	107.9	31.3 129

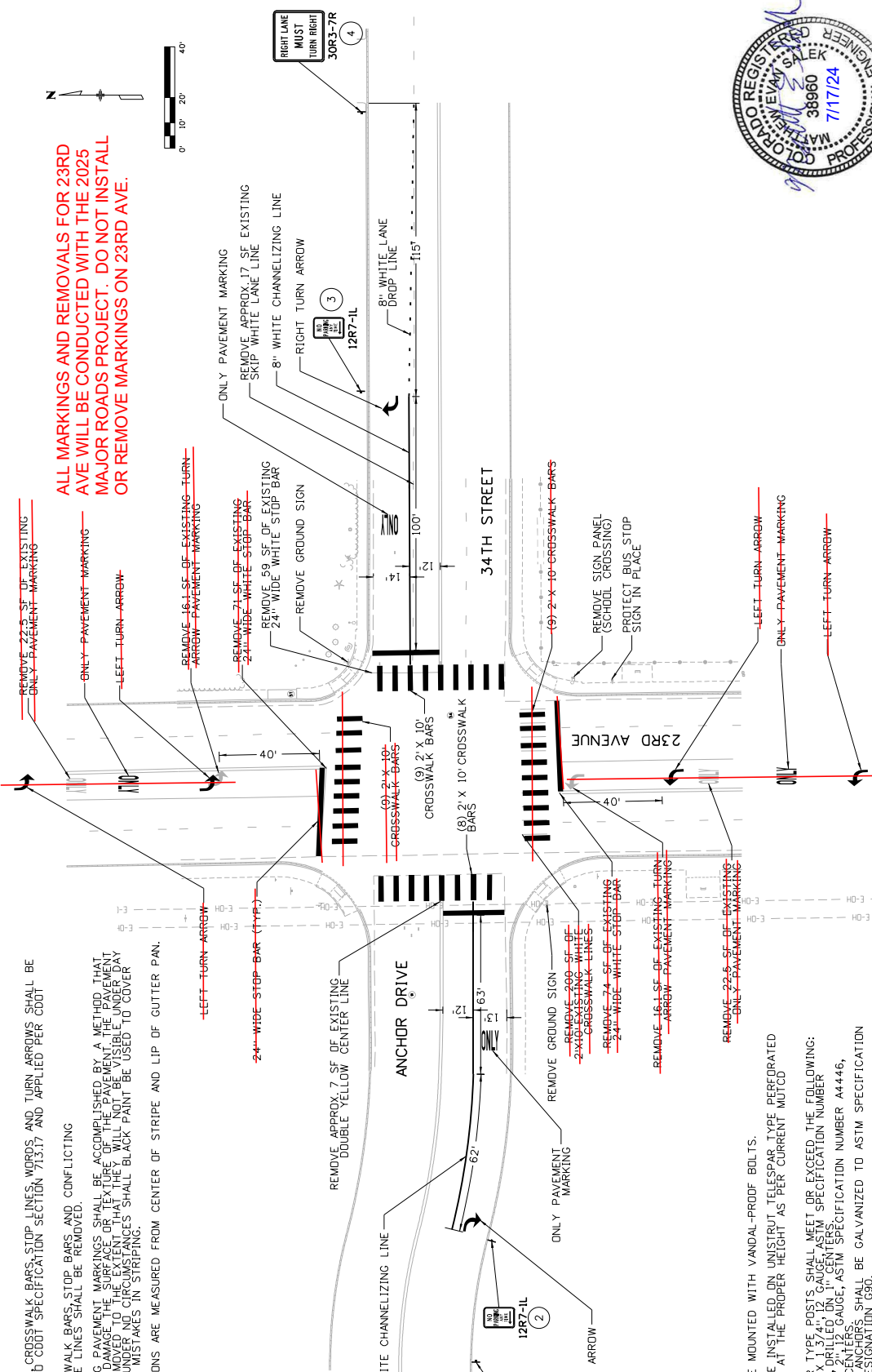


Print Date: 6/19/2024 File Name: 152333-23rd-SND01.dgn Horiz. Scale: 1:1 Vert. Scale: As Noted 	Sheet Revisions Date: _____ Comments: _____ Init.: _____ _____ _____ _____	<p>City of Evans 1100 37th Street Evans, CO 80620 Phone: 970-475-1170</p>	As Constructed No Revisions: Revised: Void:	23RD AVE. & 34TH ST. SIGNAL SPECIAL SIGN LAYOUTS Designer: _____ Detailer: _____ Sheet Subset: SIGNDT	Project No./Code Project No. _____ Code _____ Sheet Number 19 of 02
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STRIPING NOTES:

1. LONGITUDINAL LINES, CROSSWALK BARS, STOP, STOP BAR, STOP BARS, AND TURN ARROWS SHALL BE EPOXY AND CONFORM TO CDDT SPECIFICATION SECTION 713.17 AND APPLIED PER CDDT SPECIFICATION 627.05.
2. ALL EXISTING CROSSWALK BARS, STOP BARS AND CONFLICTING TURN ARROWS AND LANE LINES SHALL BE REMOVED.
3. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY A METHOD THAT AVOIDS DAMAGE TO THE SURFACE OF THE PAVEMENT. MARKINGS THAT WILL BE REMOVED SHALL BE VISIBLE UNDER DAY OR NIGHT CONDITIONS. UNDER NO CIRCUMSTANCES SHALL BLACK PAINT BE USED TO COVER EXISTING MARKINGS, OR MISTAKES IN STRIPING.
4. LANE WIDTH DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE AND LIP OF GUTTER PAN.

ALL MARKINGS AND REMOVALS FOR 23RD AVE WILL BE CONDUCTED WITH THE 2025 MAJOR ROADS PROJECT. DO NOT INSTALL OR REMOVE MARKINGS ON 23RD AVE.



SIGNING NOTES:

1. ALL SIGNS SHALL BE MOUNTED WITH VANDAL-PROOF BOLTS.
2. ALL SIGNS SHALL BE INSTALLED ON UNISTRUT TELESPAR TYPE PERFORMED POSTS WITH ANCHORS AT THE PROPER HEIGHT AS PER CURRENT MUTCD STANDARDS.
3. UNISTRUT TELESPAR TYPE POSTS SHALL MEET OR EXCEED THE FOLLOWING:
 - A.) POSTS - 1 3/4" X 1 3/4" X 12 GAUGE, ASTM SPECIFICATION NUMBER A4446, GRADE A, DRILLED ON 1" CENTERS.
 - B.) DRILLED ON 1/2" CENTERS.
 - C.) ALL POSTS AND ANCHORS SHALL BE GALVANIZED TO ASTM SPECIFICATION A52 COATING DESIGNATION G90.



Print Date: 6/19/2024		Project No./Code	
File Name: 1523335-23rd-STPL.dgn	Vert. Scale: As Noted	23RD AVE. & 34TH ST. SIGNAL SIGNING AND STRIPING PLAN	
Horiz. Scale: 1:40	Alfred Benesch & Company 7979 E Tullis Ave, Suite 800 Denver, Colorado 80237 303.771-6868 Fax: 1623333.00	Designator: MES	Structure Numbers
		Detailer: J.H.	Sheet Number
Date: 1/6/25 Comments: City of Evans Redlines ART		Sheet Subset: STRIPE	Sub Set Sheets: ST01 of 01
Date: 1/6/25 Comments: City of Evans Redlines ART		Revised:	Code
Date: 1/6/25 Comments: City of Evans Redlines ART		Void:	Sheet Number
Date: 1/6/25 Comments: City of Evans Redlines ART		20	

City of Evans, Colorado
 1100 37th Street
 Evans, CO 80620
 Phone: 970-475-1170